



"To enrich lives through effective and caring service"



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

July 13, 2010

#17 JULY 27, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF CONTRACTS WITH ALLAN D. KOTIN AND ASSOCIATES, KEYSER MARSTON ASSOCIATES, INC. AND ECONOMIC CONSULTING SERVICES FOR AS-NEEDED ECONOMIC CONSULTING SERVICES
(SUPERVISORIAL DISTRICTS 3 AND 4) (3 VOTES)**

SUBJECT

This action is to award contracts with Allan D. Kotin and Associates, Keyser Marston Associates, Inc. and Economic Consulting Services for as-needed economic consulting services pertaining to Marina del Rey and County-owned and operated beaches.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve award of and instruct the Chair to sign three-year contracts, with two one-year extension options and an additional six month-to-month extensions, not to exceed a total possible contract term of five years, six months with Allan D. Kotin and Associates, Keyser Marston Associates, Inc. and Economic Consulting Services for as-needed economic consulting services pertaining to Marina del Rey and County-owned and operated beaches, to commence on the date of approval by your Board, at an aggregate annual cost not to exceed \$100,000.
2. Authorize the Director of the Department of Beaches and Harbors to exercise the two contract renewal options and, if needed, the six month-to-month extensions for each contract, if, in his opinion, Allan D. Kotin and Associates, Keyser Marston Associates, Inc. and Economic Consulting Services have successfully performed the services during the previous contract period and the services are still required.
3. Authorize the Director of the Department of Beaches and Harbors to increase the contract

amounts for these contracts by up to 10% in any year of the contract or any option period, for any additional or unforeseen services within the scope of these contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contracts (Attachments I, II and III) will enable the Department of Beaches and Harbors (Department) to continue to benefit from the retained services of professional economic consultants with respect to Marina del Rey and County-owned and operated beaches, including implementation of the Marina del Rey Asset Management Strategy, rental renegotiations, lease extension negotiations and concession agreements.

To continue to ensure that the County's return from Marina del Rey and beach properties is maximized, it is essential to retain the services of economic consultants to assist the Department's negotiation team. The three experienced recommended consultants can provide more resources and a broader spectrum of expertise to the Department in performing economic consulting assignments as the Department pursues, particularly, lease extension negotiations and development projects consistent with the Marina del Rey Asset Management Strategy.

The Department has retained and benefited from the services of such consultants for over 20 years. The requested services are all of an extraordinary, professional and technical nature and are needed on an intermittent and part-time basis.

Implementation of Strategic Plan Goals

The economic consulting services provided by the three consultants will promote and further the Board-approved Strategic Plan Goal of Operational Effectiveness (Goal 1) by enabling the Department to maximize County revenue through professional and accountable asset management.

FISCAL IMPACT/FINANCING

The total compensation for economic consulting services shall not exceed \$100,000 in the aggregate in any contract year. This amount may be supplemented to the extent that a lessee or other third party is obligated to reimburse the County for its economic consultant services expenses pursuant to the Process for Managing Marina del Rey Leasehold Extension Proposals, as approved by your Board on March 21, 1995. If needed, the contracts provide that the Department's Director may, by written notice to the contractors, increase the maximum annual compensation by up to 10% in any year of the contract or any optional extension period.

Operating Budget Impact

There is sufficient appropriation in both the Marina and Beach budget units of the Department's Fiscal Year 2010-11 Adopted Budget to fund the cost of the contracts and any additional costs that may arise because of unscheduled additional tasks.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Except for variations relating to hourly fees, the three contracts for economic consulting services being presented to your Board are substantially identical. The contracts are for a three-year term, with two one-year extension options and, if needed, six month-to-month extensions that may be exercised at the discretion of the Department's Director. The contracts will commence on the date of approval by your Board.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements.

The contracts are not subject to the County's Living Wage Ordinance as the services are of a technical nature and are being utilized on an as-needed basis.

The contracts have been approved as to form by County Counsel. The CEO's Risk Management Branch has approved the insurance coverage, indemnification, and liability provisions included in the contracts.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not subject to the California Environmental Quality Act (CEQA), as it does not meet the definition of a "Project" under CEQA Guidelines Section 15378.

CONTRACTING PROCESS

On February 9, 2010, the Department issued a Request for Proposals (RFP) seeking qualified vendors to provide economic consulting services. The RFP was advertised in the Eastside Sun, Lynwood Journal, Daily Breeze, Culver City News, Los Angeles Daily News, Compton Bulletin, Santa Monica Daily Press and the L.A. Watts Times. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as the Department's own Internet site. The RFP was available for download from both of these websites.

Five proposers attended the proposer's conference held on February 23, 2010, with four firms submitting proposals. Of the four proposals submitted, three proposals met the RFP's minimum requirements and were evaluated. One proposer, Wilder's Inc., was disqualified for failing to demonstrate it met the RFP's minimum requirement of five years' experience. A three-person evaluation committee comprised of staff members from the Department evaluated the remaining three proposals based on a weighted evaluation of: (1) approach to contract requirements, 40%; (2) experience and organizational resources, 30%; (3) price, 20%; and (4) references, 10%. The Department recommends that all three firms are engaged so more resources and a broader spectrum of expertise are made available to handle a variety of projects for the Department.

Two of the recommended firms, Allan D. Kotin and Associates and Keyser Marston Associates, Inc., have proven experience and ability as the present contractors for the Department. The addition of the third firm, Economic Consulting Services, will make available to the Department expertise in destination evaluation, especially essential as the Department evaluates future visitor-serving redevelopment in Marina del Rey.

On final analysis and consideration of this contract award, the three recommended contractors were selected without regard to gender, race, creed or color.

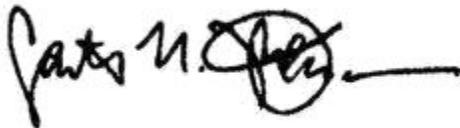
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no negative impact on current services or projects. These contracts allow for the continuation of current services.

CONCLUSION

Instruct the Executive Officer of the Board to send four conformed copies of each contract to the Department of Beaches and Harbors, along with three approved copies of this letter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Santos H. Kreimann", with a horizontal line extending to the right.

SANTOS H. KREIMANN
Director

SHK:SDP:nat

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ALLAN D. KOTIN AND ASSOCIATES

FOR

AS-NEEDED ECONOMIC CONSULTANT SERVICES

77386

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS NEEDED ECONOMIC CONSULTANT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS NEEDED ECONOMIC CONSULTANT SERVICES**

PART ONE – GENERAL CONDITIONS

1.0 GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties

This Contract is entered into by and between the County of Los Angeles (the “County”) and Allan D. Kotin and Associates (the “Contractor”).

1.1.2 Recitals

The Contract is intended to integrate within one document the terms for the as-needed economic consultant services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-2 (Proposer’s Organization/Questionnaire Affidavit) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3 - P-17 submitted with the Contractor’s Proposal.

1.1.3. Effective Date

The effective date of this Contract shall be the later of July 13, 2010 or the date of Board approval.

1.1.4 Contract Provisions

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be

deemed incorporated in the Contract; the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-3. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

1.1.6 Rescission

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.51, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents

Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 2.25.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.3. CONTRACT TERM

1.3.1 Initial Term

The initial Contract term shall be three years commencing July 13, 2010 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

1.3.2 Two One-Year/Month-to-Month Extension Options

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

1.3.3 Extension to Complete Work Order

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year.

Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy Director. Contractor shall not perform any work on approved Work Orders after the expiration of the contract without an approved written extension.

1.3.4 Contractor to Notify County When It Is within Six Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.3.5 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 CONTRACT SUM

1.4.1 Compensation

The net amount the County shall expend from its own funds during any Contract year for as-needed economic consultant services shall not exceed \$100,000, which sum is also the maximum amount of County funds available under the Contract. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for as-needed economic consultant services may exceed the aforementioned \$100,000 to the extent that a lessee or other third party is obligated to reimburse the County for its economic consultant services.

1.4.2 Increase of Contract Sum by Director

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$100,000 sum referenced in Section 1.4.1 by up to 10 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1, 1.4.7 and 2.48.

1.4.4 Preparation of Itemized Estimate, Work Statements, and Billing to be Treated as Overhead

Notwithstanding any other provisions of the Contract, the time expended by the Contractor in the preparation of invoices shall be treated as

overhead, shall not be directly charged in itemized invoices and shall not entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for all labor, equipment, materials, supplies, licenses, registrations, data systems, transportation, telephone expenses, facsimile transmission, photocopying services and other items required for performance of the Contract.

1.4.5 No Increase in Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

1.4.6 Maximum Compensation Under Work Order

Maximum compensation for each work order shall be determined by the total hours bid on the assignment at the Contractor's hourly rate(s). Each work order shall contain a firm monetary cap, based on the Contractor's hourly rate(s).

1.4.7 Increase in Maximum Compensation Under Work Order

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum number of hours specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum number of hours specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy Director, who shall state the reason for the increase.

1.4.8 Contractor to Notify County When it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.4.9 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

1.5 INVOICES AND PAYMENTS

1.5.1 Contractor's Invoice Procedures

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payments. Invoices shall identify the Contractor number, total hours bid, if applicable, and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work.

Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

The County may withhold from payment any amount assessed by the CA which is authorized as a setoff, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 2.44, Termination for Default.

1.5.2 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Department's Asset Management Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.6.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-15 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

1.6.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

1.6.3 Background and Security Investigations

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

1.6.4 Confidentiality

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and

expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED ECONOMIC CONSULTANT SERVICES**

PART TWO – STANDARD CONTRACT TERMS AND CONDITIONS

2.0 STANDARD TERMS AND CONDITIONS

2.1 AMENDMENTS

- 2.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 2.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.
- 2.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

2.2 ASSIGNMENT AND DELEGATION

- 2.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this

sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

2.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

2.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

2.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

2.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

2.5 COMPLIANCE WITH APPLICABLE LAW

2.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

2.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding

sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-6 – Contractor's EEO Certification*.

2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

2.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 4* and incorporated by reference into and made a part of this Contract.

2.7.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor

no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

2.8 CONFLICT OF INTEREST

2.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

2.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

2.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

2.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

2.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor

Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

2.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

2.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

2.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance with Los Angeles County Code Chapter 2.206.

2.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if

not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

2.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

2.17 EMPLOYMENT ELIGIBILITY VERIFICATION

2.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or

both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

2.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 1.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

2.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

2.20 FORCE MAJEURE

2.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure

events").

2.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

2.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

2.21 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

2.22 INDEPENDENT CONTRACTOR STATUS

2.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all

compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

2.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

2.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors, Contracts Unit
13837 Fiji Way, Marina Del Rey, CA 90292

Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

2.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

2.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

2.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

2.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

2.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

2.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

2.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

2.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

2.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

2.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

2.25 INSURANCE COVERAGE

2.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

2.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

2.25.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million

aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

2.26 LIQUIDATED DAMAGES

2.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

2.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment C, Statement of Work Exhibits*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five

(5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

2.26.3 The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

2.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

2.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

2.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2.28.2 The Contractor shall certify to, and comply with, the provisions of Form P-6, Contractor's EEO Certification.

- 2.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 2.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 2.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.
- 2.28.7** If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

2.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

2.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

2.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

2.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 6* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

2.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-15, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

2.36 PUBLIC RECORDS ACT

2.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

2.37 PUBLICITY

2.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

2.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 2.37 shall apply.

2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

2.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or

accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

2.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

2.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

2.40 SUBCONTRACTING

2.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County.** Any

attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

2.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

2.40.3 The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

2.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

2.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

2.40.6 The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

2.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

2.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division / Contracts Unit
13837 Fiji Way
Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 2.14 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

2.43 TERMINATION FOR CONVENIENCE

2.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by

notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

2.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 2.38, Record Retention & Inspection/Audit Settlement.

2.44 TERMINATION FOR DEFAULT

2.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2.44.2 In the event that the County terminates this Contract in whole or in part as provided in Section 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County

for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

2.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

2.44.4 If, after the County has given notice of termination under the provisions of this Section 2.44, it is determined by the County that the Contractor was not in default under the provisions of this Section 2.44, or that the default was excusable under the provisions of Section 2.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 2.43-Termination for Convenience.

2.44.5 The rights and remedies of the County provided in this Section 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.45 TERMINATION FOR IMPROPER CONSIDERATION

2.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

2.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

2.46 TERMINATION FOR INSOLVENCY

2.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

2.46.2 The rights and remedies of the County provided in this Section 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

2.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

2.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.51 WARRANTY AGAINST CONTINGENT FEES

2.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED ECONOMIC CONSULTANT SERVICES
PART THREE – UNIQUE TERMS AND CONDITIONS**

3.0 UNIQUE TERMS AND CONDITIONS

3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

3.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

3.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

3.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

3.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 3.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

3.3 EMPLOYMENT CONFLICTS

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.



Allan D. Kotin and Associates

By *Allan D. Kotin*
Allan D. Kotin, Principal

COUNTY OF LOS ANGELES

By *Gloria Molina*
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Dennis Blana*
Deputy

By *Dennis Blana*
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By *Andrea Sheridan Ordin*
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 JUL 27 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77386



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

KEYSER MARSTON ASSOCIATES, INC.

FOR

AS-NEEDED ECONOMIC CONSULTANT SERVICES

77387

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS NEEDED ECONOMIC CONSULTANT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
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AS NEEDED ECONOMIC CONSULTANT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS NEEDED ECONOMIC CONSULTANT SERVICES**

PART ONE – GENERAL CONDITIONS

1.0 GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties

This Contract is entered into by and between the County of Los Angeles (the “County”) and Keyser Marston Associates, Inc. (the “Contractor”).

1.1.2 Recitals

The Contract is intended to integrate within one document the terms for the as-needed economic consultant services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-2 (Proposer’s Organization/Questionnaire Affidavit) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3 - P-17 submitted with the Contractor’s Proposal.

1.1.3. Effective Date

The effective date of this Contract shall be the later of July 13, 2010 or the date of Board approval.

1.1.4 Contract Provisions

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be

deemed incorporated in the Contract; the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-3. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

1.1.6 Rescission

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.51, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents

Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 2.25.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.3. CONTRACT TERM

1.3.1 Initial Term

The initial Contract term shall be three years commencing July 13, 2010 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

1.3.2 Two One-Year/Month-to-Month Extension Options

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

1.3.3 Extension to Complete Work Order

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year.

Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy Director. Contractor shall not perform any work on approved Work Orders after the expiration of the contract without an approved written extension.

1.3.4 Contractor to Notify County When It Is within Six Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.3.5 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 CONTRACT SUM

1.4.1 Compensation

The net amount the County shall expend from its own funds during any Contract year for as-needed economic consultant services shall not exceed \$100,000, which sum is also the maximum amount of County funds available under the Contract. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for as-needed economic consultant services may exceed the aforementioned \$100,000 to the extent that a lessee or other third party is obligated to reimburse the County for its economic consultant services.

1.4.2 Increase of Contract Sum by Director

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$100,000 sum referenced in Section 1.4.1 by up to 10 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1, 1.4.7 and 2.48.

1.4.4 Preparation of Itemized Estimate, Work Statements, and Billing to be Treated as Overhead

Notwithstanding any other provisions of the Contract, the time expended by the Contractor in the preparation of invoices shall be treated as

overhead, shall not be directly charged in itemized invoices and shall not entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for all labor, equipment, materials, supplies, licenses, registrations, data systems, transportation, telephone expenses, facsimile transmission, photocopying services and other items required for performance of the Contract.

1.4.5 No Increase in Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

1.4.6 Maximum Compensation Under Work Order

Maximum compensation for each work order shall be determined by the total hours bid on the assignment at the Contractor's hourly rate(s). Each work order shall contain a firm monetary cap, based on the Contractor's hourly rate(s).

1.4.7 Increase in Maximum Compensation Under Work Order

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum number of hours specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum number of hours specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy Director, who shall state the reason for the increase.

1.4.8 Contractor to Notify County When it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.4.9 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

1.5 INVOICES AND PAYMENTS

1.5.1 Contractor's Invoice Procedures

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payments. Invoices shall identify the Contractor number, total hours bid, if applicable, and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work.

Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

The County may withhold from payment any amount assessed by the CA which is authorized as a setoff, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 2.44, Termination for Default.

1.5.2 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Department's Asset Management Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.6.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-15 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

1.6.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

1.6.3 Background and Security Investigations

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

1.6.4 Confidentiality

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and

expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED ECONOMIC CONSULTANT SERVICES**

PART TWO – STANDARD CONTRACT TERMS AND CONDITIONS

2.0 STANDARD TERMS AND CONDITIONS

2.1 AMENDMENTS

- 2.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 2.1.2** The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.
- 2.1.3** The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

2.2 ASSIGNMENT AND DELEGATION

- 2.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this

sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

2.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

2.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

2.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

2.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

2.5 COMPLIANCE WITH APPLICABLE LAW

2.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

2.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding

sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-6 – Contractor's EEO Certification*.

2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

2.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 4* and incorporated by reference into and made a part of this Contract.

2.7.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor

no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

2.8 CONFLICT OF INTEREST

2.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

2.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

2.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

2.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

2.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor

Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

2.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

2.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

2.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance with Los Angeles County Code Chapter 2.206.

2.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if

not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

2.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

2.17 EMPLOYMENT ELIGIBILITY VERIFICATION

2.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or

both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

2.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 1.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

2.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

2.20 FORCE MAJEURE

2.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure

events").

2.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

2.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

2.21 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

2.22 INDEPENDENT CONTRACTOR STATUS

2.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all

compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

2.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

2.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors, Contracts Unit
13837 Fiji Way, Marina Del Rey, CA 90292

Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

2.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

2.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

2.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

2.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

2.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

2.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

2.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

2.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

2.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

2.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

2.25 INSURANCE COVERAGE

2.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

2.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

2.25.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million

aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

2.26 LIQUIDATED DAMAGES

2.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

2.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment C, Statement of Work Exhibits*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five

(5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

2.26.3 The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

2.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

2.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

2.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2.28.2 The Contractor shall certify to, and comply with, the provisions of Form P-6, Contractor's EEO Certification.

- 2.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 2.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 2.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.
- 2.28.7** If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

2.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

2.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

2.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

2.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 6* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

2.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-15, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

2.36 PUBLIC RECORDS ACT

2.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

2.37 PUBLICITY

2.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

2.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 2.37 shall apply.

2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

2.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or

accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

2.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

2.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

2.40 SUBCONTRACTING

2.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any

attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

2.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

2.40.3 The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

2.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

2.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

2.40.6 The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

2.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

2.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors
Administrative Services Division / Contracts Unit
13837 Fiji Way
Marina del Rey, California 90292

before any Subcontractor employee may perform any work hereunder.

2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 2.14 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

2.43 TERMINATION FOR CONVENIENCE

2.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by

notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

2.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 2.38, Record Retention & Inspection/Audit Settlement.

2.44 TERMINATION FOR DEFAULT

2.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2.44.2 In the event that the County terminates this Contract in whole or in part as provided in Section 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County

for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

2.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

2.44.4 If, after the County has given notice of termination under the provisions of this Section 2.44, it is determined by the County that the Contractor was not in default under the provisions of this Section 2.44, or that the default was excusable under the provisions of Section 2.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 2.43-Termination for Convenience.

2.44.5 The rights and remedies of the County provided in this Section 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.45 TERMINATION FOR IMPROPER CONSIDERATION

2.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

2.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

2.46 TERMINATION FOR INSOLVENCY

2.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

2.46.2 The rights and remedies of the County provided in this Section 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

2.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

2.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.51 WARRANTY AGAINST CONTINGENT FEES

2.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED ECONOMIC CONSULTANT SERVICES
PART THREE – UNIQUE TERMS AND CONDITIONS**

3.0 UNIQUE TERMS AND CONDITIONS

3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

3.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

3.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

3.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

3.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 3.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

3.3 EMPLOYMENT CONFLICTS

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Keyser Marston Associates, Inc.

By *James A. Rabe*
James A. Rabe, Vice President



COUNTY OF LOS ANGELES
By *Gloria Trubian*
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Donne DeFano*
Deputy

By *Donne DeFano*
Deputy

77387

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By *Andrea Sheridan Ordin*
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 JUL 27 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ECONOMIC CONSULTING SERVICES
FOR
AS-NEEDED ECONOMIC CONSULTANT SERVICES

77388

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS NEEDED ECONOMIC CONSULTANT SERVICES**

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
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PART ONE – GENERAL CONDITIONS

1.0 GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties

This Contract is entered into by and between the County of Los Angeles (the “County”) and Economic Consulting Services (the “Contractor”).

1.1.2 Recitals

The Contract is intended to integrate within one document the terms for the as-needed economic consultant services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-2 (Proposer’s Organization/Questionnaire Affidavit) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3 - P-17 submitted with the Contractor’s Proposal.

1.1.3. Effective Date

The effective date of this Contract shall be the later of July 13, 2010 or the date of Board approval.

1.1.4 Contract Provisions

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be

deemed incorporated in the Contract; the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-3. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

1.1.6 Rescission

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.51, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents

Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 2.25.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.3. CONTRACT TERM

1.3.1 Initial Term

The initial Contract term shall be three years commencing July 13, 2010 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

1.3.2 Two One-Year/Month-to-Month Extension Options

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

1.3.3 Extension to Complete Work Order

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year.

Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy Director. Contractor shall not perform any work on approved Work Orders after the expiration of the contract without an approved written extension.

1.3.4 Contractor to Notify County When It Is within Six Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.3.5 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 CONTRACT SUM

1.4.1 Compensation

The net amount the County shall expend from its own funds during any Contract year for as-needed economic consultant services shall not exceed \$100,000, which sum is also the maximum amount of County funds available under the Contract. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for as-needed economic consultant services may exceed the aforementioned \$100,000 to the extent that a lessee or other third party is obligated to reimburse the County for its economic consultant services.

1.4.2 Increase of Contract Sum by Director

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$100,000 sum referenced in Section 1.4.1 by up to 10 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1, 1.4.7 and 2.48.

1.4.4 Preparation of Itemized Estimate, Work Statements, and Billing to be Treated as Overhead

Notwithstanding any other provisions of the Contract, the time expended by the Contractor in the preparation of invoices shall be treated as

overhead, shall not be directly charged in itemized invoices and shall not entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for all labor, equipment, materials, supplies, licenses, registrations, data systems, transportation, telephone expenses, facsimile transmission, photocopying services and other items required for performance of the Contract.

1.4.5 No Increase in Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

1.4.6 Maximum Compensation Under Work Order

Maximum compensation for each work order shall be determined by the total hours bid on the assignment at the Contractor's hourly rate(s). Each work order shall contain a firm monetary cap, based on the Contractor's hourly rate(s).

1.4.7 Increase in Maximum Compensation Under Work Order

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum number of hours specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum number of hours specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy Director, who shall state the reason for the increase.

1.4.8 Contractor to Notify County When it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.4.9 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

1.5 INVOICES AND PAYMENTS

1.5.1 Contractor's Invoice Procedures

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payments. Invoices shall identify the Contractor number, total hours bid, if applicable, and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work.

Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

The County may withhold from payment any amount assessed by the CA which is authorized as a setoff, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 2.44, Termination for Default.

1.5.2 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Department's Asset Management Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.6.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-15 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

1.6.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

1.6.3 Background and Security Investigations

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

1.6.4 Confidentiality

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and

expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED ECONOMIC CONSULTANT SERVICES**

PART TWO – STANDARD CONTRACT TERMS AND CONDITIONS

2.0 STANDARD TERMS AND CONDITIONS

2.1 AMENDMENTS

- 2.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 2.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.
- 2.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

2.2 ASSIGNMENT AND DELEGATION

- 2.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this

sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

2.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

2.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

2.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

2.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

2.5 COMPLIANCE WITH APPLICABLE LAW

2.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

2.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding

sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-6 – Contractor's EEO Certification*.

2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

2.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 4* and incorporated by reference into and made a part of this Contract.

2.7.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor

no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

2.8 CONFLICT OF INTEREST

2.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

2.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

2.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

2.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

2.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor

Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

2.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

2.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

2.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance with Los Angeles County Code Chapter 2.206.

2.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if

not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

2.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

2.17 EMPLOYMENT ELIGIBILITY VERIFICATION

2.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or

both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

2.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 1.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

2.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

2.20 FORCE MAJEURE

2.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure

events").

2.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

2.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

2.21 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

2.22 INDEPENDENT CONTRACTOR STATUS

2.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all

compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

2.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

2.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors, Contracts Unit
13837 Fiji Way, Marina Del Rey, CA 90292

Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

2.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

2.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

2.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

2.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

2.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

2.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

2.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

2.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

2.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

2.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

2.25 INSURANCE COVERAGE

2.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

2.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

2.25.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million

aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

2.26 LIQUIDATED DAMAGES

2.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

2.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment C, Statement of Work Exhibits*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five

(5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

2.26.3 The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

2.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

2.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

2.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2.28.2 The Contractor shall certify to, and comply with, the provisions of Form P-6, Contractor's EEO Certification.

- 2.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 2.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 2.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.
- 2.28.7** If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

2.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

2.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

2.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

2.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 6* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

2.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-15, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

2.36 PUBLIC RECORDS ACT

2.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

2.37 PUBLICITY

2.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

2.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 2.37 shall apply.

2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

2.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or

accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

2.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

2.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

2.40 SUBCONTRACTING

2.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any

attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

2.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

2.40.3 The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

2.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

2.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

2.40.6 The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

2.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

2.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors
Administrative Services Division / Contracts Unit
13837 Fiji Way
Marina del Rey, California 90292

before any Subcontractor employee may perform any work hereunder.

2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 2.14 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

2.43 TERMINATION FOR CONVENIENCE

2.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by

notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

2.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 2.38, Record Retention & Inspection/Audit Settlement.

2.44 TERMINATION FOR DEFAULT

2.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2.44.2 In the event that the County terminates this Contract in whole or in part as provided in Section 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County

for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

2.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

2.44.4 If, after the County has given notice of termination under the provisions of this Section 2.44, it is determined by the County that the Contractor was not in default under the provisions of this Section 2.44, or that the default was excusable under the provisions of Section 2.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 2.43-Termination for Convenience.

2.44.5 The rights and remedies of the County provided in this Section 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.45 TERMINATION FOR IMPROPER CONSIDERATION

2.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

2.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

2.46 TERMINATION FOR INSOLVENCY

2.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

2.46.2 The rights and remedies of the County provided in this Section 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

2.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

2.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.51 WARRANTY AGAINST CONTINGENT FEES

2.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED ECONOMIC CONSULTANT SERVICES
PART THREE – UNIQUE TERMS AND CONDITIONS**

3.0 UNIQUE TERMS AND CONDITIONS

3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

3.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

3.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

3.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

3.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 3.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

3.3 EMPLOYMENT CONFLICTS

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Economic Consultant Services



By *Douglas Stewart*
Douglas Stewart, Principal

COUNTY OF LOS ANGELES

By *Gloria Molina*
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Vincent Abrana*
Deputy

By *Vincent Abrana*
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By *Andrea Sheridan Ordin*
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 JUL 27 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77388

STATEMENT OF WORK

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK
AS-NEEDED ECONOMIC CONSULTANT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK
AS-NEEDED ECONOMIC CONSULTANT SERVICES**

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The selected Proposer shall be capable of providing the services as listed in this Statement of Work (SOW), and offer an improvement of these services.

1.2 Contractor's Work Plan

Subject to all other terms and conditions of this Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

1.3 Personal Services of Designated Persons Required

This Contract provides that the individuals identified in the Contractor's proposal must personally perform or lead the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

1.4 Contractor to Prepare Monthly Reports

The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of any current or pending project(s) or any intermediate deadlines.

1.5 Contractor to Maintain Files

The Contractor shall maintain copies of files and documents prepared for the Department, including support and backup data and shall deliver

copies of the files and documents to the Department upon the Contract Administrator's request.

1.6 Proprietary Rights

All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

1.7 Contractor to Prepare Final Project Report

When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings and recommendations in accordance with the Contract Administrator's instructions.

1.8 Contractor Expenses

The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services and expenses required for the work.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract.

2.2 All changes must be made in accordance with Attachment A, Sample Contract, Section 2.1, Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor shall comply with the Contractor's Quality Control Plan (included in Form P-5), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be

ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, sub-paragraph 2.15, County's Quality Assurance Plan.

4.1 Contract Discrepancy Report (Technical Exhibit 1 of Attachment C)

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within ten workdays.

4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 County Contract Administrator

5.1.1 The Asset Management Division Chief shall be the Contract Administrator who shall have the authority to act for the County in

the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

5.1.2 The Contract Administrator will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

5.1.3 The Contractor's work shall be subject to the Contract Administrator's acceptance and approval, which shall not be unreasonably withheld.

5.1.4 The Contract Administrator is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

CONTRACTOR

5.2 Contractor's Representative

5.2.1 The Contractor shall designate a full-time employee as Contractor's Representative who shall be responsible for Contractor's activities related to consultant services and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

5.3 Personnel

5.3.1 Contractor shall provide the professional services of the economic consultants identified and other professionals identified in the Contractor's Proposal.

5.3.2 Contractor shall meet all deadlines set by Contract Administrator.

5.3.3 Reports required by the Contract or any Work Order shall be completed on time.

5.3.4 Contractor shall attend meetings and presentations at places specified by the Contract Administrator. Contractor shall appear on time for meetings and presentations and exhibit professional conduct at all times.

5.3.5 Written work and graphics shall appear clean, well executed and professionally prepared.

5.3.6 Hourly services shall be accurately reported.

5.3.7 Calls of County agents, employees, and contractors shall be returned promptly in accordance with sub-paragraph 5.7.

5.4 Proprietary Rights

5.4.1 All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

5.5 Acceptance of Work

5.5.1 Contractor shall make the contract work available for inspection by the Contract Administrator at any time upon reasonable notice.

5.5.2 Contractor shall immediately notify the Department of any difficulties that will cause a project's delay.

5.5.3 Contractor shall ensure the quality of each project assigned or reports required and meet all deadlines for completion of such projects/reports as set by the Contract Administrator.

5.5.4 There shall be no maximum or minimum number of service hours to be provided monthly. The number of hours required will be determined from the work flow and requirements of the Department.

5.6 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the Department's regular business hours, 7:00 a.m. to 6:00 p.m., Monday through Thursday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract.

5.7 Communication with Department

The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two hours of receipt of the call.

6.0 SERVICES TO BE PROVIDED

Contractor shall provide as-needed Economic Consultant services to the satisfaction of the Department. The Consultant shall perform the following work when authorized by the Director or authorized designee:

6.1 Economic Consultant Services

- Provide economic consulting services in connection with lease renegotiations and lease extensions;
- Provide economic consulting services regarding the County's long and short-term asset management strategies;
- Analyze current market value of leaseholds in support of determination of appropriate extension fees;
- Project gross lease revenues and County rents from leaseholds on which lease extension terms are proposed;
- Evaluate County rent rates in the context of operating data, rates on comparable properties at other public and private marinas and other pertinent information regarding economic trends and environment;
- Structure lease extension and option fee payments, rental credits and revenue increases for lease extensions and financing purposes;
- Review formal appraisal documents for economic integrity;
- Assist staff in reviewing loan approval requests;
- Assist staff and County Counsel in documenting the financial terms of lease extension agreements;
- Review plans for proposed redevelopment of existing leaseholds for market feasibility and conformance to area-wide governmental development requirements and plans, Coastal Commission requirements and overall County objectives;

- Testify as an expert witness on economic issues at arbitration or other judicial proceedings;
- Analyze miscellaneous data relating to financial relationships with lessees;
- Analyze the impact of lessee indebtedness and ownership structures on County's ground rent and financial security and interests;
- Assist staff in negotiations with lessees on lease extensions and rental negotiations;
- Project County revenue stream based on current and projected leasehold and concession agreements;
- Analyze the effects of leasehold terminations, expirations and extensions;
- Assist in the formulation of plans for long and short-term asset management strategies including alternative operational and leasing strategies;
- Analyze competing public and private projects and their effect on current leasehold income and strategies;
- Assist staff in presentations of economic data to lessees, community groups, County Commissions and advisory bodies and the Board of Supervisors;
- Render such additional advice and services as the Department may require in connection with its asset management functions with respect to Marina del Rey, County-operated beaches or proposed property acquisitions; and
- Upon reasonable notice, appear at such times and places as the County may require to provide consulting services.

6.2 Consultant Duties

The Economic Consultant Contractor shall perform the following consultant tasks at the time specified:

- Provide Economic Consultant consulting services to assist the Department by analyzing, evaluating and presenting financial and economic data; assist in structuring lease extension fees, rent credits,

option payments and other financial aspects of new and restructured ground leases; participate in lease negotiations; present expert testimony; and to support County staff in presentations to lessees, governing bodies, advisory commissions and planning boards.

- Provide economic consulting for the Department in the development, purchase, sale and leasing of commercial real property.

7.0 GREEN INITIATIVES

7.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

7.2 Contractor shall notify County’s Contract Administrator of Contractor’s new green initiatives prior to the contract commencement.

8.0 PERFORMANCE EVALUATION

The County or its agent will evaluate Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with all Contracts terms and performance standards. Contractor’s deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If

any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

9.1 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.3 – Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- Yes No Proposer has 5 years experience performing economic consultant services for government agencies or private organizations.
- Yes No Proposer shall provide evidence of insurability. (see next page)
- Yes No Proposer must complete and return Forms P-1 through P-17.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Allan D. Kotin & Associates

Address:

949 S. Hope St.
Los Angeles, CA 90015

E-mail address: akotin@adkotin.com Telephone number: 213-623-3841

Fax number: ~~213-623-4231~~ 866-685-1377

On behalf of ADK&A (Proposer's name), I Allan D. Kotin
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Allan D. Kotin
Signature

Principal
Title

March 8, 2010
Date

546-48-5621
Internal Revenue Service
Employer Identification Number

LA City Biz. License: 0000416181-

California Business License Number 0001-2

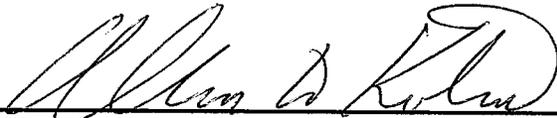
10833701
County WebVen Number

Los Angeles County Department of Beaches and Harbors
Proposal for Economic Consulting Services

Insurance, Form P-2

Allan D. Kotin & Associates has carried and currently carries insurance in the amounts set forth in the RFP. Evidence of such insurance is already on file with the County, and can be produced again if necessary.

Signed,



Allan D. Kotin, Principal

MARCH 8, 2010

Date

STAFFING & WORK PLAN

1. STAFFING PLAN. Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
Alan D. Kotin	Proprietor	Principal	client contact, strategy, oversee & direct assignments
Faith F. Backus	subconsultant	Sr. Associate	analysis, documentation, client contact
Barbara Bradfield	"	Associate	analysis, market research
Nicholas Vanderboom	"	Associate	analysis, market research, documentation
Andrew Kaplan	"	Associate	" " "

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION Alan D. Kotin

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

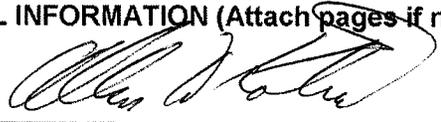
4. APPROACH TO THE STATEMENT OF WORK:

see attached pages.

- a. Please attach a comprehensive narrative describing the approach your firm will take with respect to the services to be provided as identified in Attachment B, Statement of Work, Section 6.0. Indicate how, with the use of qualified employees, your firm will provide the following including, but not limited to:
- Economic Consulting Services, as listed in Attachment B, Statement of Work, Section 6.1; and
 - Consultant Duties, as listed in Attachment B, Statement of Work, Section 6.2.
- b. Proposer's ability and resources to provide services described in Attachment B, Statement of Work, Section 6.0;
- c. How the experience of Proposer's staff is specifically related to the services described in Attachment B, Statement of Work, Section 6.0;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment B, Statement of Work, Section 6.0;
- e. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment B, Statement of Work, Section 5.2) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

5. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature: _____



Date: _____

March 8, 2010

Title: _____

Principal

Los Angeles County Department of Beaches and Harbors
Proposal for Economic Consulting Services

Statement of Approach to the Scope of Work, Form P-3 Question 4

4.A APPROACH TO ECONOMIC CONSULTING SERVICES AND CONSULTANT DUTIES

Allan D. Kotin & Associates' (ADK&A's) basic approach to fulfilling the duties listed in sections 6.1 and 6.2 of the Statement of Work is first to assist the client in defining the problem and the questions to be answered by the analysis. Many times we are presented with situations that are problematic, yet ill-defined. Much of our expertise comes in organizing the current information, identifying key policy and procedural issues, helping to define the goals or desired outcome of the situation, understanding the key parties involved and their needs and expectations, and finally structuring the problem such that it can be handled within an analytic framework. ADK&A tries at all times to be sensitive to the client's constraints, either time or budgetary, in structuring an analysis and approach to solving a problem.

Our specific approaches to and experience with each of the services listed in sections 6.1 and 6.2 is provided below, under section 4.E.

4.B ABILITY AND RESOURCES TO PROVIDE SERVICES DEFINED IN STATEMENT OF WORK

ADK&A's ability to provide the kinds of economic consulting services described in Section 6.0, Services to be Performed, has been demonstrated continually during the 25-year course of its (and its predecessor entities'¹) provision of these services to the Department under prior consulting contracts. Since its formation in July of 2001, ADK&A has been able to provide all services requested by the Department without any detriment due to reduced staff size. As has been demonstrated during the past nine years of service to the Department, even in its current configuration as a sole proprietorship ADK&A's two key professionals, Allan D. Kotin and Faith F. Backus, have been able to maintain the depth of analytic support and rapidity of response upon which the Dept. has come to rely. Several other experienced and reliable subconsultants are also readily available to provide additional support when and where needed.

4.C HOW EXPERIENCE OF STAFF RELATES TO REQUIRED SERVICES

The key resources needed to provide these economic consulting services to the County are (1) expertise in the economic analysis of real estate transactions, particularly those under long-term ground leases; and (2) familiarity with the County's Marina leaseholds and their specific issues. ADK&A will provide these two key resources in its primary consultants, Mr. Kotin and Ms. Backus. This is elaborated in section 4.E. Resumes for all staff are included in section 4.E of this proposal.

4.D ASSIGNMENT OF STAFF

ADK&A would assign staff to the types of consulting services requested in the SOW as the assignment required. Each assignment would be directed by a ADK&A principal, Allan D. Kotin. The involvement of other professionals would depend on the type of assignment, the kind of analysis and work product required, the specific assignment's schedule, and the expertise needed. In most instances, the principal would attend all meetings with the client and/or other involved parties, and would make any formal presentations as might be

¹ Prior entities providing continual economic consulting services to DBH since 1985 include Kotin, Regan & Mouchly, Inc.; Sedway Kotin Mouchly Group; KMG Consulting; and PCR Services Corporation.

required. Ms. Backus and other non-principal subconsultants would be involved to prepare the detailed analysis at the direction of the principal, draft memoranda and other documents as needed, interact with the client and other parties as needed and at the principal's or the client's direction. In short, their role is to reduce the cost to the County of providing some portions of the consulting service at lower rates, while not compromising the level of expertise, experience and skill required to meet the County's complex needs.

4.E RESUMES

Resumes for principal Allan Kotin and subconsultants Faith Backus, Barbara Bradfield, Andrew Kaplan and Nicholas Vanderboom are attached at the end of this section of the proposal. As shown in the resumes and as demonstrated by their track record in work for the County for many years (see specific references included below), ADK&A and its subconsultants have experience in all the following areas:

6.1 Economic Consultant Services

Lease renegotiations and lease extensions:

Recent work includes: for DBH the renegotiation and extension of Parcels 1S, 7, 12/15, 20, 21, 22, 27, 33, 42/43, 47, 53, 76, 97, 102, 103, 111/112, 140, 145 and Gladstone's concession, and ongoing work on Parcels 8, 9, 10, 28, 44, 55, 64, 77 and 95. ADK&A also assisted DBH in the negotiation of a lease amendment for the Marina City Club condominiums, Parcel 125.

For other clients, ADK&A has been involved in the negotiation of a new lease on parcels 15, 16 and 18 in Ventura Harbor for the Ventura Port District; negotiation of lease extensions for Channel Islands Marina, Casa Sirena Hotel and several apartment leaseholds in Channel Islands Harbor for Ventura County; long-term lease of MTA property at Hollywood and Highland for TrizecHahn; efforts on behalf of the lessees in Dana Point Harbor to negotiate a collective extension with Orange County; new lease for a hotel in Oceanside; and many new and renegotiated leases for the City of Cerritos.

Long- and short-term asset management strategies:

Allan D. Kotin was a key player in developing the County's Long-Term Asset Management Strategy (AMS) in the mid-1990s); somewhat later he and Faith Backus were key participants in the development of a master plan for Channel Islands Harbor on behalf of Ventura County. Much earlier in the 1980's Allan Kotin was involved with setting up the asset management strategy for the disposition of surplus property for Los Angeles County on behalf of the capital projects division of the Chief Administrative Office.

More recently, ADK&A was a key player in the development of a policy for short-term lease extensions applicable to at least five apartment leaseholds, and in the development of an affordable housing policy applicable to new and extended leaseholds in the Marina.

Analysis of current market value of leaseholds in support of determination of appropriate extension fees:

For DBH, recent work includes the renegotiation and extension of Parcels 111/112, 12 and 15, 103 and 76 and ongoing related efforts for Parcels 10, 20, 44 and 77. For the last twelve years Allan Kotin and Faith Backus have been involved in the valuation of leaseholds and leasehold extensions on seven large leaseholds in Channel Island Harbor, including a hotel, a shopping center, and four apartments in connection with ongoing negotiations between Ventura County and Westbrook Partners, the largest single lessee in the Harbor. Allan

and Faith also recently completed a similar valuation exercise for the Downtown Stockton Marina for the City of Stockton.

Projection of gross lease revenues and County rents from leaseholds on which leasehold extensions terms are proposed:

For DBH, recent work includes the renegotiation and extension of Parcels 111/112, 12 and 15, 20, 55, 76, and 1S. Similar exercises have been done for Ventura County for the leaseholds under negotiation with Westbrook Partners.

Evaluation of County rent rates in the context of operating data, rates on comparable properties at other public and private marinas and other pertinent information regarding economic trends and environment:

For DBH, recent work includes analysis of rent rates at Marina City Club (Parcel 125), and analysis of supportable rents entertainment retail development performed in the context of the negotiation of the now-defunct Vestar deal, and more recently for the proposed complex on the Mindanao Peninsula. Other MdR leaseholds for which ADK&A has evaluated rent rates and operating data include Parcels 64, 55, 12/15 and 95.

For Ventura County, there have been several efforts in the same vein in connection with Channel Islands Marina, Harbor Lights, Fisherman's Wharf and the Whale's Tail Restaurant.

Structuring of lease extension and option fee payments, rental credits and revenue increases for lease extensions and financing purposes:

For DBH, recent work includes the renegotiation and extension of Parcels 111/112, 10, 12, 76, 1S 55, 64, 95 and 12/15. Similar exercises have been done for Ventura County for the leaseholds under negotiation with Westbrook Partners. Similar issues were raised and analyzed in connection with lease extension of the Channel Islands Marina in Channel Islands Harbor.

The review of formal appraisals for economic integrity:

For DBH, work includes the review of the rent appraisals for Parcels 95, 97 and 75 and in particular the extent to which the Parcel 97 appraisal adequately considered the requirements imposed by the County as a condition of extension. Also, ADK&A has in the past reviewed lease extension appraisals for parcels 9U, 10 and 56.

Assistance to staff in reviewing loan approval requests:

Prior work includes review of loan requests for the portfolio of nine leaseholds previously owned by Abe Lurie as well as numerous brief reviews of refinancing conducted at the request of DBH staff.

Assistance to staff and County Counsel in documenting the financial terms of lease extension agreements:

Recent work includes the lease extensions for Parcels 103, 76, 111/112, 55, 1S, 27, 95 and 64.

Review of plans for proposed redevelopment of existing leaseholds for market feasibility and conformance to area-wide governmental development requirements and plans, Coastal Commission requirement and overall County Objectives:

For DBH, prior work includes review of proposals for various new hotel developments on the west side of the Marina, and the proposals for redevelopment of Parcels 12 and 15, Parcel 99, and Parcels 9 and 10. For the Port of Ventura a somewhat similar effort was undertaken in connection with a mixed used development on their Parcels 15, 16 and 18.

Provision of expert witness testimony on economic issues at arbitration and other judicial proceedings:

Allan Kotin was one of the County's expert witnesses in the arbitration of rent rates for Parcels 12, 15, and others. In addition, Allan Kotin appeared as an expert witness in the Abe Lurie bankruptcy.

Analysis of miscellaneous data relating to financial relationships with lessees:

For DBH, recent work includes the formulation of an affordable housing policy for use in negotiating leasehold redevelopment and extensions. Prior work includes the analysis of the Shadow Rent Index used for Parcel 125 rents, the establishment of a competitive rent index in connection with the Parcel 76 lease extension, creation of a similar index for the Port of Ventura for their new lease, and development of appropriate replacement cost allowances for use in the Parcel 103 lease extension.

Analysis of the impact of lessee indebtedness and ownership structures on County's ground rent and financial security and interests:

Prior work for DBH includes participation in the analysis of the County's position during the bankruptcy proceedings associated with the portfolio of nine leaseholds previously owned by Abe Lurie. More recently the capital structure associated with the proposed Legacy project on Parcels 9 and FF has required explanation of the changing capital structure of new large scale development.

Assistance to staff in the negotiations with lessees on lease extensions and rental readjustments:

Between 1988 and 1999, ADK&A and its predecessor entities provided such assistance in all such negotiations for the department. Recent work includes the renegotiation and extension of Parcels 111/112, 12/15, 76, 103, 27, 55, 1S, 64 and 95.

Projection of County revenue stream based on current and projected leasehold and concession agreements:

Prior work include projection of Gladstone's restaurant revenues under various assumptions, estimation of the "halo" effects on County revenues associated with the now defunct Vestar project (in conjunction with Sedway Group), and the waterside promenade mandated under the current coastal plan.

Analysis of the effects of leasehold terminations, expirations and extensions:

The firm's primary credential in this regard is the analysis provided during the development of the County's Asset Management Strategy known as AMS.

In early 2005, ADK&A was a key player in the development of a policy for short-term lease extensions applicable to at least five apartment leaseholds, involving the development of a standardized analysis of the leaseholds under three alternative treatments of the leaseholds

Assistance in the formulation of plans for long- and short-term asset management strategies including alternative operations and leasing strategies:

Allan D. Kotin and Faith Backus were both very much involved in developing the County's Long-Term Asset Management Strategy (AMS) in the mid-1990s; somewhat later he and Faith Backus were key participants in the development of a master plan for Channel Islands Harbor on behalf of Ventura County. Much earlier in the 1980's Allan Kotin was involved with setting up the asset management strategy for the disposition of surplus property for Los Angeles County on behalf of the capital projects division of the Chief Administrative Office. Recently ADK&A assisted in the formulation of the Department's short-term extension policy.

Analysis of competing public and private projects and their effect on current leasehold income and strategies:

The firm's primary recent work in this area has been the analysis of current residential land costs as part of the development of the County's Affordable Housing Policy for Marina del Rey. Earlier in the 1990's the firm conducted several studies of the proposed adjacent Playa Vista development.

Assistance to staff in presentations of economic data to lessees, community groups, County Commission and advisory bodies, and the Board of Supervisors

Beginning with presentations of the lease extension for Parcel 18 in the late 1980's and early 1990's Allan Kotin has presented every major new, renegotiated or extended lease to the both Small Craft Harbor Commission and the County Board of Supervisors, except for the extensions of the leaseholds on Parcels 97, and 111/112. Allan Kotin has made similar appearances before the Board of Supervisors at various times since 1985 on behalf of other County departments, and in particular, in connection with the asset management and ground leasing efforts of the CAO's office.

Rendering of additional advice and services as the Department may required in connection with its asset management functions with respect to Marina del Rey, County-operated beaches or proposed property acquisitions:

Prior work includes Ms. Backus's participation in interview panels for hiring Department professional staff and the development of the RFP for appraisers, and an analysis of the value provided to LA County coastal jurisdictions by the provision of maintenance services by the County.

Appearance at such times and places as the County may require to provide consulting services:

For the last 20 years, Allan Kotin and/or members of his staff, notably including Ms. Backus, have met the department staff or other involved parties on various issues at frequent regular intervals, usually at least weekly.

6.2 Consultant Duties

Provide economic consulting services re ground leases:

See the responses above to each area of expertise required to be provided to the County.

Provide economic consulting services re commercial real property:

As shown in the responses above, and in the listing of other engagements as provided in the response to the questions on Form P-4, ADK&A has expertise in the development, purchase, sale and leasing of all forms of commercial property, and can therefore provide these services to the County.

Additional Information, Question 4 Form P-3

Resumes for Allan D. Kotin, Faith F. Backus, Barbara D. Bradfield, Andrew Kaplan and Nicholas Vanderboom follow.

Qualifications in Urban Economics and Real Estate

Allan D. Kotin, Principal Allan D. Kotin & Associates

Allan Kotin has over 40 years of experience in real estate economics with an emphasis on financial planning and redevelopment. He is proficient in market research, financial structuring and transaction negotiation for developers, investors, lenders and public agencies.

Entering the real estate field in 1963, Mr. Kotin has held key positions with several major real estate consulting and strategic planning firms before founding Kotin, Regan & Mouchly, Inc., in 1980. This firm was subsequently reconstituted as Sedway Kotin Mouchly Group, KMG Consulting, and PCR Kotin prior to the formation of the present firm in 2001. His management responsibilities have incorporated market research, feasibility analysis, development monitoring, and the strategic planning for problem projects.

Since 1980, Mr. Kotin has been actively involved in public/private joint ventures, often acting as a key strategist and active negotiator for public agencies in major redevelopment and asset management transactions. Within this area, Mr. Kotin has developed particular expertise in participatory ground leasing, a topic on which he has lectured before several national associations of government officials. He has been a key member of lease negotiating teams on several of the largest ground lease transactions in Southern California, including Marina City Club at Marina del Rey, Hollywood Highland in Hollywood, Paseo Nuevo Shopping Center in Santa Barbara, and Monterey Marketplace in Rancho Mirage.

Professional Activities

- National Council for Urban Economic Development (Since renamed International Economic Development Council), Vice President, Chairman Publications and Technical Assistance Committee (1994)
- National Council for Urban Economic Development, Member Board of Directors (1990-1993) and Chairman of Ad Hoc Committee for Economic Development Network (1993)
- State of California, Advisory Body for the Emergency Housing and Assistance Program (EHAP)
- California Redevelopment Association, Member and Primary Instructor in Finance courses at the Redevelopment Institute
- Lusk Center for Real Estate, University of Southern California, Member
- California Association for Local Economic Development, Member
- Urban Land Institute, Associate Member
- Los Angeles County Housing Advisory Committee, Member

Teaching and Speaking Activities

- Adjunct Professor, University of Southern California, School of Urban and Regional Planning, 1986-present
Economics of Planned Development (Real Estate Finance) (1993-1994)
Laboratory Workshop in Low Income Housing (1993)
Public Private Partnerships, Mixed Enterprise Planning [Public Private Joint Ventures] (1986-Present)
Developer Politics, Ethics and Negotiations (1990-1991)
The Development Approval Process (1995-present)
Real Estate Feasibility (introduction) (2003-present)
- Instructor, Harvard Graduate School of Design, Summer Executive Training Program
Public-Private Joint Ventures, 2002-present
- University of California at Los Angeles, Graduate School of Architecture and Urban Planning
Real Estate Development for Architects and Urban Planners, 1980-1986
- Citibank Training Program
Investors and Lenders Workshops, 1976-1984
- Conducted seminars and workshops in Pro Forma Analysis for the California Redevelopment Association and other agencies

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- Speaking engagements and seminars include the following:
International Council of Shopping Centers, 1999-2003 Shopping Center University
International Council of Shopping Centers, 2002, Las Vegas Meeting
American Public Transit Association (1990 National Conference)
National Council for Urban Economic Development, various meetings
National Association of Housing and Redevelopment Officials, various
American Society of Civil Engineers (1991 and 1994 World Marina Conferences)
California Marine Parks and Harbors Association (1992)
Urban Land Institute (1991)
California League of Cities (1990)
California Association for Local Economic Development (1996, 2000, 2001, 2002)
Value Retailing Conference (1995)

Education and Licenses

Master of Arts in Economics (concentration in regional economics), University of California at Los Angeles, 1964
Graduate Studies in Economics, Harvard University, 1960-1961
Bachelor of Arts in Economics, highest honors, Phi Beta Kappa, University of California at Los Angeles, 1959
Attended Harvard University, 1953-1956

Faith Backus, subcontractor to Allan D. Kotin & Associates

574 33rd Street Manhattan Beach, CA 90266
phone: (310) 545-1219 cell: (310) 266-3205 faith@spectrum.net

Qualifications in Real Estate Economics

Specialist in assisting real estate decision-makers by providing financial and economic consulting for all types of real estate developments and investments. Emphasis on public-private joint ventures, particularly ground leases with public sector lessors. Experienced with commercial, entertainment retail, residential, hotel, office, industrial and marina properties.

Expertise includes:

- Financial feasibility analysis
- Deal structuring
- Negotiation support
- Property acquisition and disposition
- Public forum presentations and workshops
- Preparation and analysis of development pro forma projections
- Developer selection
- Litigation support
- Redevelopment projects
- Marina leases and concessions
- Request for Proposal preparation and response evaluation
- Asset management strategies

Illustrative Assignments

- Provides analytic support to Forest City Development for various public-private retail projects.
- Advises the Los Angeles County Department of Beaches and Harbor in its administration and redevelopment of over 50 long-term ground leases in Marina del Rey. Specific assignments include arbitration support for ground lease renegotiations; analyzing the County's position with respect to nine-parcel bankruptcy; issuing RFPs and reviewing responses for hotel, apartment, anchorage and retail redevelopment projects; negotiating lease extensions including redevelopment programs; assisting the Director in developing a long-term asset management strategy for second generation development; and evaluating proposals for lease of the Gladstone's restaurant site in Malibu.
- Assists the City of Cerritos in its redevelopment program, including ongoing support for the administration of ten complex ground leases for office and retail properties.
- Analyzed feasibility for entertainment retail projects and other entertainment products for development branch of Universal Studios.
- Provided analytical support for negotiation of \$250 million mixed-use ground leased joint development project between the Bay Area Rapid Transit Authority (BART) and the Contra Costa County Redevelopment Agency.
- Prepared an asset management strategy for three surplus educational sites (owned by a community college district) including analysis of alternative disposition strategies, feasibility of different development options, and other non-financial issues affecting potential development.
- Prepared financial analysis of proposed redevelopment of Stockton Marina, in support of application for State financing.
- Evaluated a proposed leasehold condo conversion project, analyzing the impact of market conditions, maintenance issues, financing constraints and projected HOA dues.
- Developed and taught portions of seminar designed to train redevelopment professional in how to review and analyze development pro formas.

Faith Backus, continued

Professional History

Freelance Consultant to Allan D. Kotin & Associates, Inc. June, 2001 to Present

Continuation of financial consulting assignments for various clients, as described above.

PCR Kotin, Los Angeles, CA 1987 to June, 2001
(formerly Kotin, Regan & Mouchly, Inc.; Sedway Kotin Mouchly Group; and KMG Consulting)

Project Manager for financial and economics consulting engagements for public and private sector clients. Interface with clients, public agencies, elected officials, governing bodies, and private Boards of Directors. Direct the work of consulting associates. Develop budgets and schedules.

Ultrasystems, Inc., El Segundo, CA; Sanders Associates, Nashua, NH 1980 to 1982; 1984 to 1987

Software Engineer specializing in signal processing systems for ground- and air-based platforms. Division financial analyst responsible for P&L projections, profitability analysis and reporting. Project manager for MIS and technical software development projects supporting the US Air Force.

Professional References

Allan D. Kotin, Principal, Allan D. Kotin & Associates, (213) 623-3841

Kerry Silverstrom, Chief Deputy Director, LA County Dept. of Beaches and Harbors, (310) 305-9527

Roger Moliere, Exec. Director of Real Estate Property Management and Development, MTA, (213) 922-2225
(formerly Chief Deputy for Real Estate at LA County Dept. of Beaches and Harbors)

Jim Rabe, Keyser Marston Associates (former colleague at PCR Kotin), (213) 622-8095

Torrey Contreras, Director of Community Development, City of Cerritos, (562) 916-1201

Education

MBA, with honors, Joint Degree in Finance and Decision Sciences from The Wharton School at The University of Pennsylvania, 1984

BS, cum laude, in Mathematics and Economics, University of New Hampshire, 1979

Attended McGill University, Montreal, Canada, 1975 – 1977

Professional Affiliations

Former President, CFO and VP of CREW-LA (the Los Angeles affiliate of The CREW Network, Commercial Real Estate Women)

Former member of Lambda Alpha International (honorary Land Economics Society)

Barbara Bradfield

EDUCATION

- Master of Business Administration (finance), University of Southern California
- Bachelor of Science (business administration), California State University, Long Beach

Barbara Bradfield brings more than 20 years of comprehensive experience in commercial and real estate finance. Her experience includes asset management, loan structuring, financial analysis and feasibility for proposed and existing projects, and valuation of portfolios. She specializes in working with investment companies in acquisition and development.

Prior to her consulting work, Ms. Bradfield was a senior financial analyst with the syndications and securities subsidiary of California Federal Savings and loan, and a loan officer with Wells Fargo Bank.

EXPERIENCE

Selected real estate finance and economic consulting assignments representative of Ms. Bradfield's experience follow:

PCR Kotin and Allan D. Kotin & Associates, Assisted in financial analysis, ground lease analysis, new project feasibility, marina master plan formulation, and market research related to real estate development. Litigation support and public/private joint venture analysis.

Fremont Investment and Loan. Evaluated loans for risk management and participation; wrote formal request for modifications and extensions of major loans; negotiated and coordinated closing of loan modifications; reported to executive management on special-asset loan portfolio.

Western Federal Savings Bank. As an asset manager, worked on a \$300 million pool of loans for securitization; managed modifications, foreclosures and work-outs for income property loans between \$300,000 and \$20 million; wrote and presented cases for Credit Review Committee requesting modifications and work-out arrangements on loans; coordinated legal process for loans in foreclosure and receivership.

The Meyers Group. Built and refined financial model of bond-repayment schedule for City of Los Angeles on Playa Vista master-planned community; testified as expert witness in real estate and financial litigation; researched and wrote economic feasibility studies, pricing programs and competitive analyses for Southern California investors, developers and banks; valued commercial buildings in a portfolio for assigning asset values and planning reserves for a major utility company. Defined product recommendations, projected pricing and estimated absorption for a proposed development in Riverside County based on the target market and regional economics for Wells Fargo Investment Advisors, administering funds for pension investments.

Wells Fargo Bank. Loan officer in Real Estate Industries Group and Commercial Banking Group; analyzed business loan requests for \$5 million to \$50 million; wrote loan officer summaries for loan approval; reviewed commercial loans for quality standards in Loan Supervision; tracked cash flow of real estate assets in Trust Department.

Lancre International. Responsible for the economic analysis, proposals and feasibility studies on real estate developments for joint ventures or partnerships with international clients, including cash flow projections for project and company strategic planning; established banking relationships and arranged funding sources for projects between \$2 million and \$60 million; arranged and coordinated investment banking relationship for underwriting and issuing public finance bonds for \$21 million of infrastructure on a 1,700-acre land development in San Diego County.

ANDREW E. KAPLAN

3840 Aloha Street ♦ Los Angeles, California 90027
(213) 479-6890 ♦ andrewkaplan@gmail.com

SUMMARY

A forward-thinking and enterprising **REAL ESTATE EXECUTIVE** and **CONSULTANT WITH** a proven track record in commercial and mixed-use projects as developer, asset manager, project manager, and consultant. A strategic and critical thinker who responds to changing business conditions to ensure success for private and public sector entities. Brings vision, creativity, and business acumen to foster growth and optimize efficiency and profitability.

- ◆ Retail Development
- ◆ Mixed-Use Development
- ◆ Redevelopment
- ◆ Adaptive Reuse
- ◆ Public-Private Partnerships
- ◆ Project Management
- ◆ Strategic Analysis
- ◆ Lease Negotiation
- ◆ Entitlements and Approvals
- ◆ Financial Analysis
- ◆ Market Analysis
- ◆ Design Development
- ◆ Consulting
- ◆ Business Writing

EXPERIENCE

AK CONSULTING, Los Angeles, California

Principal, 2003-Present

Consulting for clients in real estate, media, and entertainment industries.

- ◆ Subcontractor with Allan D. Kotin & Associates performing consulting, project management, and financial analysis on public-private partnerships for clients in public and private sectors. 2010 to present
- ◆ For private sector client, project-managing initiative to develop operating pro forma models and subsidy request packages for large mixed-use project in Texas. 2009 to present
- ◆ Developed and wrote for Getty Conservation Institute for *Guidebook to Incentives for Rehabilitation and Reuse of Historic Income-Producing Properties in Los Angeles*. Drafted book outline and several chapters. 2005
- ◆ Prepared feasibility study for \$25 million digital media platform for Sony Pictures Digital Entertainment. 2003
- ◆ Performed strategic and market trend analysis for Paramount Pictures Home Video 2003 and 2004 annual plans.

FOREST CITY ENTERPRISES, Los Angeles, California

Project Developer, 2005-2009

Led development and asset management for Hispanic Retail Group, a joint-venture with a state pension fund, of a \$45 million portfolio of redevelopment properties comprising 500,000 square feet of mall retail in Yuma Arizona, El Centro California, and Coachella California.

- ◆ Set redevelopment and leasing strategy for program. Oversaw development proformas and operating budgets for three properties. Managed leasing team and co-negotiated anchor and small-shop leases.
- ◆ Led redevelopment efforts. Hired consultants and contractors. Oversaw permitting, construction, and tenant improvements. Managed through economic downturn and bankruptcy of a construction contractor. Achieved proforma returns for completed phases.
- ◆ Served as portfolio manager, overseeing asset management, property management, reinvestment and disposition decisions. Represented managing partner in communications with primary equity partner. Oversaw preparation and distribution of financial reporting.
- ◆ Coordinated with finance team to refinance loans, negotiate workout terms, and market properties for disposition.

Led pre-development of Simi Valley Town Center expansion for construction of a fourth anchor in 500,000 square-foot lifestyle center mall.

- ◆ Contracted with consultants. Oversaw conceptual design development. Managed entitlements and permitting process with City of Simi Valley.
- ◆ Coordinated negotiations for lease and REA amendment. Managed City negotiations for subsidy agreement.

ANDREW E. KAPLAN, CONTINUED

Led initiatives on team developing 1.5-million square-foot Civic Center on five downtown Las Vegas city blocks.

- ◆ Participated in negotiation of development agreements with the Las Vegas Redevelopment Authority.
- ◆ Oversaw architects for conceptual design development of office campus plan.
- ◆ Coordinated conceptual design development proposals for Metro Police HQ and County Courts expansion.
- ◆ Developed financial models for parking scenario testing.
- ◆ Represented partnership at City meetings.

Led design charrette for public plaza redesign at Victoria Gardens, a 1.3 million square-foot lifestyle and town center in Rancho Cucamonga, California.

- ◆ Contracted design team, coordinated design workshops, articulated design criteria, developed conceptual design documentation.

IBM GLOBAL BUSINESS SERVICES / PRICEWATERHOUSECOOPERS CONSULTING, Los Angeles, California
Media and Entertainment Strategy Consultant, 1999-2003

Business and strategy consultant for clients in media, communications, and real estate. Selected projects:

- ◆ Developed operating model and proforma for 150,000 square-foot soundstage complex for City of Chicago Development Authority.
- ◆ Created financial model for advisory valuation of 1.9 million square-foot soundstage facility for Sony Pictures.
- ◆ Developed business case and model for Technicolor for \$30 million digital media management service.
- ◆ Co-designed and facilitated strategy workshop for senior management at Fox Filmed Entertainment.
- ◆ Developed financial model for privatization prospectus for Telephone Authority of Guam.
- ◆ Developed and wrote case studies for executive leadership training course at Levi-Strauss Co.

ADDITIONAL EXPERIENCE

GEOPARTNERS RESEARCH, INC., Cambridge, Massachusetts, **Associate Consultant**, 1994-1997. Co-developed strategy workshop for Best Buy; market analysis and recommendations for AT&T local telephony strategy.

JOURNALIST, 1990-1995. **Travel Writer**: *Frommers Eastern Europe on \$30 a Day* 1995; **Researcher**: *Newsweek Magazine*, Moscow, Russia; **Managing Editor**: 1992 *LET'S GO USA*, *LET'S GO France*, *LET'S GO Spain & Portugal*; **Editor**: *LET'S GO 1991: Britain & Ireland*; **Writer**: *LET'S GO 1990: Europe*, *LET'S GO 1990: Greece & Turkey*.

EDUCATION

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, California, **M.A., Real Estate Development**, 2005

COLUMBIA BUSINESS SCHOOL, New York, New York, **M.B.A.**, 1999

HARVARD COLLEGE, Cambridge, Massachusetts, **B.A. with Honors, History and Literature of Russia**, 1992

AFFILIATIONS

International Council of Shopping Centers, 2006-2009; **Urban Land Institute**, 2004-2009; **Westside Urban Forum**, Member of the Board 2005-2007

NICHOLAS D. VANDERBOOM

11769 W. Sunset Boulevard • Los Angeles, CA 90049 • (213) 300-1786 • ndv@nickvanderboom.com

EXPERIENCE

NDV Consulting

Principal

Los Angeles, CA
January 2009-Present

NDV Consulting is a real estate economics and consulting firm providing financial analysis and project management services for real estate transactions including retail, office, multifamily, mixed-use and public-private joint ventures.

- Worked with industry leading public-private joint venture expert, Allan Kotin, on a wide variety of projects for both public and private clients, including analyzing participating ground lease transaction structures, performing strategic facilities analysis, writing developer tax increment financing applications and performing market studies.
- Worked with President of TPMC California, a newly formed office of a developer based out of Dallas, TX, performing financial feasibility analysis and assisting in acquisitions of ground-up development, value-add and note purchase opportunities.
- Continued supporting Forest City Development on projects in various stages of pre-development.

Forest City Development / Allan D. Kotin & Associates (ADK&A)

Independent Consultant

Los Angeles, CA
September 2007-December 2008

Worked directly under ADK&A Principal and Forest City Development California Principals on a variety of retail and mixed-use projects in California, Texas, Nevada, and Hawaii.

- Performed financial modeling of both public private financial assistance transaction structures and feasibility analysis on large-scale retail, office, residential and mixed-use projects.
- Performed due diligence on land acquisitions, assisted in writing and negotiating LOI's, term sheets, purchase and sale agreements and LLC operating agreements with multiple land owners and development partners.
- Assumed project management responsibilities on several projects. In the course of doing so, maintained liaisons with landowner partners, city staff and consultants, maintained pre-development cost controls through monitoring of consultant and city invoices, and created annual pre-development budgets.
- Coordinated the pursuit and due diligence of a large scale mixed-use project involving both FC Commercial's LA office and FC Residential's Hawaii office. This included creating RFP response and presentation materials, participating in master planning and entitlements with landowner, and modeling project financial feasibility under multiple financial structures including participating ground leases and partnerships.

Allan D. Kotin & Associates

Intern

Los Angeles, CA
Spring 2007

Worked directly with independent consultant for the firm

- Worked with consultant to construct a retail development pro forma model for client Forest City.

RCLCo, Development Services Group

Intern

Los Angeles, CA
Summer 2005

Worked with David Malmuth, Managing Director, on mixed-use development project in Long Beach, CA.

- Participated in design meetings, site planning, entitlement process, and deal structuring with consultants.

EDUCATION

University of Southern California

Master of Real Estate Development

Los Angeles, CA
December 2007

- GPA: 3.91
- Member of the Stan Ross Seminar Series conducting research on current topics in real estate. Mr. Ross is Chairman of the Board of the USC Lusk Center for Real Estate and Retired Vice Chairman of Ernst & Young
- Dean's Certificate of Merit For Outstanding Master's Graduate Student
- Honorable Mention Award For Outstanding Performance on the MRED Comprehensive Exam
- Member of The Honor Society of Phi Kappa Phi

- Teaching Assistant for Summer 2007 MRED Finance of Real Estate Development class.

University of Southern California
Bachelor of Science in Business Administration

Los Angeles, CA
May 2006

- Concentration in Real Estate Development
- University GPA: 3.60
- Successfully completed course taught by USC President Steven Sample and Professor Warren Bennis, "The Art and Adventure of Leadership." Enrollment in this class is highly selective.

ADDITIONAL INFORMATION

Professional Affiliations: Urban Land Institute (member of Young Leaders Group Steering Committee), International Council of Shopping Centers

Computer Skills: Have created Microsoft Excel pro formas from scratch for retail, office, apartment, and mixed-use projects. Have also created ground lease and residual land value models. Experienced in modeling a variety of public-private joint venture structures. Also experienced analyzing, summarizing, and modifying existing pro forma analyses. Experience using Argus.

Writing Skills: Extensive experience writing memos explaining structure of financial models, financial analysis results, project work plans and critical issues, and public finance mechanisms.

Extracurricular: Tight End on USC Football Team 2002-2006: 2 National Championships and 5 Pac-10 Championships. Walk-on for two years, earned full athletic scholarship in 2004.

- 2004 and 2005 Pac-10 All-Academic Team
- 2006 Trojan Football Alumni Club Award: Highest Cumulative GPA

Language: Intermediate Spanish

BUSINESS AND FINANCIAL SUMMARY

- a. Provide a narrative of your firm's relevant background information demonstrating the capacity and experience to perform the required Contract work, including such information as:
- Identifying previous assignments which are similar in scope and purpose to the economic consultant services that will be required under the Contract. Please attach a summary description of experience your firm has had in providing the services that are requested in this RFP. Provide examples of appropriate experience in any relevant past or on-going projects. Describe each project, including the name of the owner, current phone number, and role on the project. Include examples and experience involving:
 - Providing expert advice in areas of public and private entities engaged in the development, purchase, sale and leasing of commercial real property;
 - Providing expert testimony; and
 - Providing representation to various governing bodies, including the Small Craft Harbor, California Coastal Commission and other governing bodies.
 - Summary of the Proposer's academic background, professional training and work history.
 - An organizational chart or description of the organization's size and structure.

Los Angeles County Department of Beaches and Harbors
Proposal for Economic Consulting Services

Business and Financial Summary, Form P-4

A.1 RELEVANT BACKGROUND INFORMATION, PRIOR ASSIGNMENTS

ADK&A's relevant background information demonstrating the capacity and experience to perform the required Contract work is best described by a partial listing of prior assignments in these areas, as follows.

ADK&A's organization structure is simple: there is one principal, Allan Kotin, who works independently with the support of subconsultants when needed. Subconsultants are engaged on an as-needed basis when their particular expertise is needed, or to reduce the cost of providing support to the client by taking on pieces of the assignment such as creating spreadsheets and drafting memos. Subconsultant Faith Backus also provides the client with another contact in the event that Allan Kotin is unavailable.

Real Estate Economic Consulting

All of the assignments described were performed directly by or under the immediate supervision of Allan Kotin. Prior to 2002, he was a principal successively of Kotin, Regan & Mouchly, Inc, Sedway Kotin Mouchly Group, KMG Consulting, and PCR Kotin, which were the names of record in which some of these assignments were performed. For ease of reference, only the name of the current firm abbreviated as ADK&A is used in describing the consulting assignment.

Asset Management and Ground Leasing Support, Los Angeles County Department of Beaches and Harbors. Beginning in 1985, ADK&A has been a primary financial advisor to the Los Angeles County Department of Beaches and Harbors (DBH). This department manages the largest single anchorage on the West Coast with over 5,000 slips, almost 6,000 apartments, six hotels and several hundred thousand square feet of commercial and office space. After over a decade of active participation in ground lease negotiations, extension negotiations and general planning, ADK&A participated actively in the development of the Asset Management Strategy (AMS) for the County, which lays out long-term goals, near-term guidelines and leasing policies for lease extension and recycle development. Throughout this period of time, ADK&A has dealt extensively with many of Southern California's major retail, housing and hotel developers on behalf of the County either in connection with renegotiating lease terms, soliciting new proposals for second-generation development or negotiating lease extensions. Specific services have included RFP preparation, analysis of marina redevelopment and lease extension, financial modeling, developer selection, ground lease negotiation and ground lease monitoring. *Contact: Santos Kreimann, LA County DBH, (310) 305-9522 and Richard S. Volpert, Munger, Tolles & Olson (213) 683-9101.*

Long-term Asset Management Consulting, County of Los Angeles, Chief Executive Office. Beginning in 1984 and continuing intermittently through the present, ADK&A has been an advisor to the Chief Administrative Office of the County of Los Angeles in connection with the planning and disposition of surplus and underutilized properties. Services to the County have included participation in initial market assessment and physical planning concepts, development of focused asset management strategies, preparation of Requests for Proposals, evaluation of proposals, developer selection, ground lease and other disposition negotiations. Properties have ranged in size from a few acres to as much as

150 acres with uses ranging from office buildings, retail developments, industrial uses and medium- to large-scale mixed-use development. ADK&A has not only been involved in initiating major transactions but also in managing them and monitoring them in large multi-phased developments where requirements have changed over time. *Contact: Susana Graether, LA County Chief Executive Office, (213) 893-2476.*

City and Redevelopment Agency of Cerritos/Towne Center Financial Feasibility and Ground Lease Structuring. Since 1985, ADK&A has been retained to evaluate a series of master development and regional retail development proposals for a 120-acre strategic site adjoining the Civic Center and a major freeway in Cerritos. The integration of the various development elements, the evaluation of financial benefits to the city, and the relative experience and financial resources of the proposers were evaluated by ADK&A. ADK&A also was retained to assist in the negotiation of the lease agreement and the development and disposition agreement. This assignment has extended over 12 years and has involved continuing analysis and negotiation of office and retail transactions. *Contact: Art Gallucci, City Manager, (562) 916-1301.*

Contra Costa County Redevelopment Agency/Pleasant Hill BART Station Joint Development Project ADK&A has worked for the Contra Costa County Redevelopment Agency in structuring a complex three-way agreement between the County Redevelopment Agency, Bay Area Rapid Transit (BART), and a major developer for the construction of over 400 housing units on the current BART station parking lot in Pleasant Hill (San Francisco Oakland East Bay Area). All but fifty of these units will be rentals all built on land subject to a long term ground lease with Joint Powers Authority (JPA) including BART, the County and the County's redevelopment agency. ADK&A has provided key support to both the Agency and to BART in analyzing the financial consequences of alternative lease structures. The final deal involved many levels of public support for the project, including up-front contribution with priority repayment, a tax increment payment structure with a sinking fund component to extend the subsidy beyond the expiration of the redevelopment project area, and a community facilities district. Other services provided included analysis of current market conditions for rental housing in the area, to validate developer projections.

During the course of this assignment (spanning over eight years), Allan Kotin appeared numerous times before the RDA and JPA boards, as well as the County Supervisors.

Contact: Jim Kennedy, CCC RDA (925) 335-7200

S. D. Malkin Company, Hotel Ground Lease Negotiation, Oceanside California ADK&A assisted the S. D. Malkin Company in its efforts to build the first luxury oceanfront hotel in the City of Oceanside incorporating conventional hotel rooms, timeshare units, and historic preservation. Consulting services included assistance in the preparation of the initial proposal in response to an RFP issued by the Oceanside Redevelopment Agency and extensive negotiation support including modeling of both public and private benefits. The ground lease ultimately negotiated incorporated a variety of innovative features involving public financing of parking, deferred payments based on transient occupancy tax and a complex structure of changing shares of income between public landlord and the private lessee.

Contact: Jeremy Cohen, Director of US Development, S.D. Malkin Company, 619-239-6718

City Of Malibu, Retail Center Ground Lease Negotiation, Malibu California In 2005, the City of Malibu acquired a large parcel of land for park expansion and wastewater treatment in the Civic Center area. A prior tenant of this property, the Malibu Lumber Yard, had vacated a retail site approximately 30,000 ft.² of sales area. To generate revenue to service the certificates of participation issued by the City to purchase the property, the City issued an RFP for a long-term ground lease and redevelopment of the site. ADK&A first assisted the City in the preparation and issuance of the RFP, and then

participated extensively in the evaluation and ultimate selection of the developer, followed by an extensive and complex ground lease negotiation. The shopping center, known as the Malibu lumber yard, has been developed and opened and represents the first major new retailing in the City in many years. Extensive problems involving wastewater treatment plant costs occasioned a modification lease terms which was recently negotiated.

Contact: Reva Feldman, Assistant City Manager and Director of Administrative Services, City of Malibu, 310-456-2489, extension 224

City of San Luis Obispo – Various retail and hotel assignments, 1995 – Present ADK&A assisted in the negotiation of complex public assistance transaction for a large proposed shopping center which required a new freeway interchange, and subsequently in the development of a new public garage and shopping center on City owned land in the downtown, and a proposed retail/hotel development on other City-owned land.

Contact: Shelly Stanwyck, Assistant City Manager, 805-781-7123

City of Santa Monica, Economic Development Department, various assignments involving acquisition and development of commercial properties, 2006 - present (Dates shown are for current assignments; prior assignments date back to 1984)

In connection with the City's efforts to implement a long-term parking plan for downtown Santa Monica, ADK&A has assisted the City in acquiring properties through purchase or ground lease.

Contact: Miriam Mack, Economic Development Manager, 310-458-8906

Forest City Enterprises/Skyline and Metropolitan Housing Projects. In its role as continuing consultant to Forest City during the 1980's, ADK&A helped structure two critical early residential developments in Downtown Los Angeles, The Skyline was the first new high rise condominium built in downtown with 240 units, The Metropolitan was an even larger rental project built a few years later on an adjoining site in the South Park area, ADK&A was a key part of the team which negotiated the public-private transaction and assisted in structuring the private financing. More recently, ADK&A has assisted Forest City in evaluating refinancing and investment strategies for another residential property in downtown Los Angeles.

Contact: Dimitri Vazelakis, President, Forest City Commercial West, (213) 488-0010

Expert Witness Testimony

ADK&A's ability to represent the Department as an expert witness in court and arbitration proceedings has been demonstrated over the years repeatedly by Mr. Kotin primarily and Ms. Backus, as Mr. Kotin and Ms. Backus have proven in all of the rent renegotiations to date that have required arbitration. Since 1980, Allan Kotin has offered formal litigation support in over 20 cases. His role has ranged from that of consultant to expert witness, and has involved percipient and expert witness situations. The following list relates only to those situations in which Allan was retained explicitly in connection with either civil or bankruptcy litigation and does not include the numerous situations in which he has worked closely with attorneys in the negotiation of new agreements or the resolution of disputes which have not gone to trial.

Client:	P.S. Investment Company LLC (2005)
Law Firm:	Manatt Phelps.
Case:	P.S. Investment v. Tuchscher
ADK&A Role:	Expert testimony
ADK&A Activities:	Evidence preparation, deposition
Outcome:	Settled out of court

**ADK&A PROPOSAL FOR ECONOMIC CONSULTING SERVICES TO BE PROVIDED TO LA COUNTY DEPT.
OF BEACHES AND HARBORS**

MARCH 8, 2010

Contact: Adam Pines, Manatt Phelps, (310) 493-4222

Client: Lennar Corporation and LNR Partners (2002)

Law Firm: Farmer & Case

Case: Tuscher v. City of Chula Vista and Lennar

ADK&A Role: Expert testimony

ADK&A Activities: Evidence preparation, deposition, testimony

Outcome: Jury found for plaintiff but awarded less than last settlement offer.

Contact: John Farmer, Farmer & Case, (619) 338-3100

Client: Irvine Company (2002)

Law Firm: Bewley, Lasseben & Miller

Case: Irvine vs. Golden Wrench

ADK&A Role: Expert testimony

ADK&A Activities: Evidence preparation, deposition, testimony

Outcome: Client prevailed and no payment was made to Golden Wrench

Contact: Ernie Z. Park, Bewley, Lasseben & Miller, (562) 698-9771

Client: Metropolitan Transportation Authority of Los Angeles County

Law Firm: Nossaman, Guthner, Knox & Elliott

Case: *Los Angeles CTC v. Prinz & Los Angeles CTC v. L&R*

ADK&A Role: Analysis of special benefit

ADK&A Activities: Consulting support, deposition and expert testimony

Outcome: Awards in both cases below the last MTA settlement offer made

Contact: James C. Powers, Nossaman, Guthner, Knox & Elliott (213) 612-7800

Client: Huntington Beach Redevelopment Agency (2000)

Law Firm: Arter & Hadden

Case: *Bloom v. Huntington Beach*

ADK&A Role: Determine Probable Earnings from Aborted Beachfront Development

ADK&A Activities: Consulting support, case strategy, expert witness preparation, deposition

Outcome: Out of court settlement immediately before trial at a value below client=s last offer, plus interest

Contact: Jack Fleming, Arter & Hadden (949) 252-3135

Client: City of Indio (1996)

Law Firm: Best, Best & Krieger

Case: *Indio v. Miller*

ADK&A Role: Consulting support re: financing availability and redevelopment practice

ADK&A Activities: Consulting and preparation of cross-examination

Outcome: Favorable settlement

Contact: Michael Andelson, Best, Best & Krieger (619) 568-2611

Client: LA County Dept. of Beaches and Harbors

Law Firm: Nossaman, Guthner, Knox & Elliott

Case: Various rent arbitrations

ADK&A Role: Extensive consulting (Faith F. Backus and Allan D. Kotin) and expert witness services (Allan D. Kotin)

ADK&A Activities: Consulting, preparation of exhibits, assistance in cross-examination of witnesses, and expert testimony

Outcomes: Resetting of rent rates generally favorable to the client

**ADK&A PROPOSAL FOR ECONOMIC CONSULTING SERVICES TO BE PROVIDED TO LA COUNTY DEPT.
OF BEACHES AND HARBORS**

MARCH 8, 2010

Contact: Persons familiar with the practice of Alvin S. Kaufer (deceased), Nossaman, Guthner, Knox & Elliott, (213) 612-7828

Client: City of Banning (1990)
Law Firm: Best, Best & Krieger
Case: *Overseas Title Relations, Inc. v. City of Banning*
ADK&A Role: Consulting and expert witness
ADK&A Activities: Consulting
Outcome: Settlement
Contact: Victor Wolf, Best, Best & Krieger (714) 686-1450

Client: Marina International Properties Limited Bankruptcy
Law Firm: Skadden, Arps, Slate, Meagher & Flom
ADK&A Role: Consultation and advice / Allan D. Kotin and Faith F. Backus
ADK&A Activities: Research, analysis, preparation of declarations
Outcome: Eventual adoption of reorganization plan proposed by debtor
Contact: Peter Clapp
Skadden, Arps, Slate, Meagher & Flom (213) 687-5000

Client: Rouse & Associates (1993)
Law Firm: Brobeck, Phleger & Harrison
Case: *Sorrento Mesa Partners, Inc. v. Rouse & Associates*
ADK&A Role: Expert testimony, consultation
ADK&A Activities: Analysis, preparation, deposition and testimony
Outcome: Adverse Motion for Summary Judgment granted by judge
Contact: Robin Werner, Brobeck, Phleger & Harrison (619) 234-1966

Client: City of Vista
Law Firm: Higgs, Fletcher & Mack
Cases: Law suit against city and bankruptcy of Vista Gateway
ADK&A Role: Expert witness, advisor
ADK&A Activities: Preparation, advice, deposition, testimony in bankruptcy court.
Outcome: Law suit settled in favor of client. Bankruptcy resolved with the return of property to city.
Contact: Michael Boyle, Higgs, Fletcher & Mack (619) 236-1551

Client: Jackson National Life
Law Firm: Pillsbury, Madison & Sutro
Case: *Jackson National Life v. the City of Hawthorne*
ADK&A Role: Expert witness
ADK&A Activities: Preparation, declarations
Outcome: Settlement out of court
Contact: David Van Etten, Pillsbury, Madison & Sutro (213) 488-7257

Client: Southern Pacific Railroad
Law Firm: Brown, Winfield & Canzoneri
Case: Constructive condemnation of railroad right of way
ADK&A Role: Expert testimony
ADK&A Activities: Evidence preparation, deposition, testimony
Outcome: Favorable ruling on issue of pre-condemnation damages; award of \$600,000 to client

Contact: Vicki Land, Brown, Winfield & Canzoneri (213) 687-2100

Representation in Front of Governing Bodies

ADK&A's ability to represent the Department before the Board of Supervisors, the SCHC, Design Control Board, the Beach Commission, the California Coastal Commission and other bodies has been demonstrated over the years repeatedly by Mr. Kotin primarily and Ms. Backus upon occasion. This would continue to be the case if ADK&A is again selected to provide these services to DBH. The same is true for ADK&A's ability to serve as an expert witness in court and arbitration proceedings, as Mr. Kotin and Ms. Backus have proven in all of the rent renegotiations to date that have required arbitration.

The following is a partial list of the public entities that Allan Kotin has appeared before in his capacity as economic consultant:

- LA County Board of Supervisors
- Small Craft Harbor Commission
- Cerritos Redevelopment Agency and City Council
- Santa Monica City Council
- BART Board of Directors
- Contra Costa County Community Development Commission
- San Luis Obispo City Council
- Redondo Beach City Council
- Morro Bay City Council
- Los Angeles Community Redevelopment Agency
- Thousand Oaks City Council
- Duarte City Council
- Malibu City Council
- Pasadena City Council
- Santa Barbara Redevelopment Agency and City Council
- Vista Redevelopment Agency and City Council
- Ventura County Board of Supervisors

The following is a partial list of the public entities that Faith Backus has appeared before in her capacity as economic consultant:

- Cerritos Redevelopment Agency and City Council
- Small Craft Harbor Commission
- Contra Costa County Community Development Commission
- Redondo Beach City Council

A.2 PROPOSER'S ACADEMIC BACKGROUND, PROFESSIONAL TRAINING AND WORK HISTORY

PROFESSIONAL AND EDUCATIONAL CREDENTIALS – Allan D. Kotin

INDUSTRY EMPLOYMENT EXPERIENCE

ALLAN D. KOTIN & ASSOCIATES
previous corporate names were: PCR KOTIN,
KMG CONSULTING (Kotin Mouchly Group),
SEDWAY KOTIN MOUCHLY GROUP, and
KOTIN, REGAN & MOUCHLY, INC. (KRM)
Real Estate Consulting Firm (1980 - Present)

Principal: Public-Private transaction support,
negotiation, financial feasibility, and financial
structuring for residential, commercial and industrial
projects for a wide range of private and public
clients.

ALLAN D. KOTIN ECONOMIC CONSULTANTS
(1974 - 1979)

Owner: Market research, financial feasibility,
financial planning and computer simulation for
developer and lender clients primarily in California.

THE LARWIN GROUP, INC.
(1972 - 1974)
Beverly Hills-based homebuilder

Director, Forward Planning: Company-wide
responsibility for all feasibility efforts relating to
land acquisition, new housing programs and regions.

DANIEL, MANN JOHNSON AND
MENDENHALL (1971)
International architecture and planning firm

Director of Economics, Associate Vice President:
Responsible for economics division involved in
feasibility studies, land and resource economics.

CALPROP CORPORATION (1970)
Medium-sized regional apartment and condominium
builder based in Los Angeles

Vice President: Responsible for land acquisition,
feasibility market research, syndication packing,
joint ventures and corporate planning.

PROPERTY RESEARCH CORPORATION
(1967 - 1970)
Los Angeles-based syndicator of unimproved land,
apartments and income properties

Manager of Product Development: Coordinated all
phases of investment evaluation: market research,
feasibility, validation of costs and expenses.

ECONOMICS RESEARCH ASSOCIATES
(1964-1967)
National real estate consulting firm

Senior Associate – Responsible for market and
feasibility studies for a wide range of real estate and
related projects

SPECIFIC PERSONAL ACHIEVEMENTS

Initiated first major strategic planning efforts for marina revitalization in California at Marina del Rey (Asset Management Strategy for Los Angeles County) and Channel Islands Harbor Master Plan for Ventura County.

Responsible for evaluation of developer bids, selection of developers, and negotiation of sale and/or lease disposition agreements for a variety of redevelopment agencies, counties and educational institutions.

Primary advisor to Forest City Commercial Development on public/private negotiations since 1992.

Council for Urban Economic Development (CUED) Board member 1991-1999, Vice President 1994-1995 (Organization merged and renamed as International Redevelopment Council or IEDC.)

Member of Los Angeles County Housing Advisory Committee

Economic Development Track, ICSC (International Council of Shopping Centers) Shopping Center University, Dean 2003, Associate Dean 2002

EDUCATION

Attended Harvard University, 1953 - 1956
UCLA, B.A. Economics, with highest honors, admitted to Phi Beta Kappa, 1959
Harvard University, Graduate Studies in Economics, 1960 - 1961
UCLA, M.A. Economics (concentration regional economics), 1964

ACADEMIC TEACHING EXPERIENCE

UNIVERSITY OF SOUTHERN CALIFORNIA, SCHOOL OF POLICY, PLANNING & DEVELOPMENT
Adjunct Professor

Public/Private Mixed Enterprise Planning (PLUS 543 now PPD626), 1986 - Present
Development Planning and Analysis (PLUS 507), Spring 1988
Development Approval Process (RED 551), Spring 1989 - Present
Fiscal Impact and Infrastructure Finance (RED 599), Spring 1993
Real Estate Finance (RED 542), Summer 1993, 1994
Fundamentals of Real Estate Development (RED599 now PPD599), 2003-Present

HARVARD UNIVERSITY, GRADUATE SCHOOL OF DESIGN
Instructor, Executive Education Program
Public Private Joint Ventures in Real Estate Development, Summers 2002-2008

UCLA GRADUATE SCHOOL OF ARCHITECTURE AND URBAN PLANNING
Lecturer
Real Estate Development for Architects and Urban Planners (GSAUP 272 and 219-B), 1981 - 1986

PUBLICATIONS

Public-Private Joint Ventures for High Volume Retailers: Who Benefits?, Allan Kotin and Richard Peiser, *Urban Studies*, Vol. 34, No. 12, 1997.

Regenerating Older Suburbs, Richard Peiser et. al., Urban Land Institute, 2007 (Authored chapter on Pasadena)

Various articles and presentations for newspapers, trade periodicals and conferences

NON-ACADEMIC TEACHING EXPERIENCE

How to Attract Retail Development to Your City - Course offered by International Council of Shopping Centers at the Shopping Center University, 1998 to 2003

Real Estate Workshops – Training workshops on various real estate topics for both general conferences and certification program for the Council for Urban Economic Development (CUED later IEDC *International Economic Development Council*), Various dates and venues 1986 – 2006

Ground Leasing Training Seminars - One and two-day training offered by Kotin Regan & Mouchly to redevelopment staff in the cities of Phoenix, Los Angeles, and Burbank.

Public Private Joint Ventures in Redevelopment – Four session course for city staff, Inglewood California, 2005

Public Financing of Private Parking – Workshop for Real Estate staff, Walt Disney Imagineering, 2008

A.3 ORGANIZATION CHART FOR ADK&A

ADK&A's organization structure is simple: there is one principal, Allan Kotin, who works independently with the support of subconsultants when needed. Subconsultants are engaged on an as-needed basis when their particular expertise is needed, or to reduce the cost of providing support to the client by taking on pieces of the assignment such as creating spreadsheets and drafting memos. Subconsultant Faith Backus also provides the client with another contact in the event that Allan Kotin is unavailable

PRINCIPAL: Allan D. Kotin

Subconsultants:

- Faith F. Backus
- Barbara D. Bradfield
- Andrew Kaplan
- Nicholas Vanderboom

b. Providing references as follows:

List all of the governmental agencies and private institutions that demonstrate the Proposers and/or their principal owner's experience providing economic consultant services during the last five years. **FAILURE TO LIST ALL EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL. PLEASE ENSURE ALL CONTACT INFORMATION IS CURRENT AND VALID.**

GOVERNMENT AGENCIES:

see attached pages for information

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

Add additional pages if necessary to list all experience with Government Agencies.

ADK&A Public Sector							
Clients	Start	End	Address		Contact	Ph Num	Services
Contra Costa Co. Public Works - Airports	11/2005	1/2006	550 Sally Ride Drive	Concord, CA 94520	Mr. Maurice M. Shiu	(925) 313-2000	Buchanan Field Airport Development - 9-Acre Parcel
Contra Costa Co. Community Development	12/2004	1/2005	651 Pine Street, 4th Floor, N. Wing	Martinez, CA 94553-1296	Mr. Patrick Roche	925) 335-1290	Buchanan Field Airport Development RFP - Contract No.
LA County Chief Administrative Office	1/2005	5/2005	222 S. Hill Street, 3rd Floor	Los Angeles, CA 90012	Mr. Bill Dawson	213 974 3078	Developer Selection Services for the SPA 6 Social Services Facility
LA County Chief Administrative Office	6/2005	12/2005	222 S. Hill Street, 3rd Floor	Los Angeles, CA 90012	Mr. Bill Dawson	213 974 3078	East Valley Re-Bid
LA County Chief Administrative Office	6/2005	9/2006	500 W. Temple Street	Los Angeles, CA 90012	Michele Vercoutare	213 893 2476	Grand Avenue
LA County Chief Administrative Office	3/2006	4/2008	500 W. Temple Street	Los Angeles, CA 90012	Michele Vercoutare	213 893 2476	Affordable Housing Policy Analysis
LA County Chief Administrative Office	7/2006	10/2008	500 W. Temple Street	Los Angeles, CA 90012	Michele Vercoutare	213 893 2476	Interpark
LA County Chief Administrative Office	11/2006	10/2008	500 W. Temple Street	Los Angeles, CA 90012	Michele Vercoutare	213 893 2476	El Monte - DAA #02-117
LA County Chief Administrative Office	2/2008	10/2009	500 W. Temple Street	Los Angeles, CA 90012	Susana Villacres Graether	213 893 2476	Fire Department RFP Review
LA County Chief Administrative Office	Prior to 2005	4/2009	500 W. Temple Street	Los Angeles, CA 90012	Michele Vercoutare	213 893 2476	Long Beach / Signal Hill Business Center - Lease Analysis
County of Contra Costa	Prior to 2005	12/2009	651 Pine Street, 4th Floor, N. Wing	Martinez, CA 94553-1296	Mr. Jim Kennedy	925) 335-1290	Contra Costa County - Pleasant Hill BART
City of Cerritos	Prior to 2005	Ongoing	18152 Bloomfield Avenue	Cerritos, CA 90703	Mr. Torrey Contreras	562-860-0311	Financial Consulting for Ground Leases
Channel Islands Harbor Department	Prior to 2005	8/2005	3900 Pelican Way, L-5200	Oxnard, CA 93035-4367	Ms. Lyn Krieger, Director	(805)382-3001	Financial Consulting for Ground Leases
LA County Department of Beaches & Harbors	Prior to 2005	Ongoing	13483 Fiji Way	Marina del Rey, CA 90292	Mr. Santos Kreimann	(310) 305-9501	Financial Consulting for Ground Leases
City of Duarte	4/2005	3/2007	1600 Huntington Drive	Duarte, CA 91010	Mr. Darrell George, City Manager	626.357.7931	City of Duarte - Downtown Center
City of Grover Beach	1/2008	3/2008	154 South Eighth Street	Grover Beach, CA 93433	Mr. Bob Perrault	(805) 473-4567	Lease Proposal Analysis
Harvard University Graduate School of Design	7/2008	7/2008	1033 Massachusetts Avenue, Suite 440	Cambridge, MA 02138	Ms. Janet L. Wysocki, Program Manager	617-495-2604	Preparation & Teaching
City of Inglewood	5/2005	5/2005	One Manchester Boulevard	Inglewood, CA 90301	Mr. Ronald Taylor	310.412.5111	Seminar Presentations
City of Long Beach	4/2009	Ongoing	333 West Ocean Boulevard, 4th Floor	Long Beach, CA 90802	Mr. Victor Grgas	(562) 570-6841	Los Cerritos Wetlands
City of Malibu	6/2006	9/2009	23815 Stuart Ranch Road	Malibu, CA 90265-4861	Ms. Reva Feldnian	310-456-2489	Malibu Lumber Ground Lease

ADK&A Public Sector							
Clients	Start	End	Address		Contact	Ph Num	Services
City of Morro Bay	7/2006	10/2008	595 Harbor Street	Morro Bay, CA 93442	Mr. Bruce Ambo	(805) 772-6200	Embarcadero Hotel Proposal
San Diego State University	10/2008	12/2009	1200 Third Avenue, Suite 1100	San Diego, CA 92101	Mr. Donald R. Worley	(619) 236-6220	SDSU Foundation Claim
Metropolitan Transit Authority	12/2005	3/2008	P.O. Box 512296	Los Angeles, CA 90051-0296	Roger Moliere	213.922.6000	Taylor Yard; Venice, Jefferson Airport
City of Pasadena	3/2006	3/2006	100 N. Garfield Avenue	Pasadena, CA 91109	Ms. Lola Osbourne	(626) 744-4000	North Lake Square Buyout
Santa Barbara Municipal Airport	10/2007	11/2007	601 Firestone Road	Goleta, CA 93117	Ms. Karen Ramsdell	805 967 7111	Airport RFP
Santa Barbara Municipal Airport	3/2005	10/2005	601 Firestone Road	Goleta, CA 93117	Ms. Karen Ramsdell	805 967 7111	Airport RFP
City of San Luis Obispo	10/2005	6/2008	990 Palm Street	San Luis Obispo, CA 93401	Ms. Shelly Stanwyck	(805) 781-7123	City of San Luis Obispo - Westpac
City of San Luis Obispo	1/2006	8/2008	990 Palm Street	San Luis Obispo, CA 93401	Ms. Shelly Stanwyck	(805) 781-7123	General Consulting
City of San Luis Obispo	4/2007	6/2007	990 Palm Street	San Luis Obispo, CA 93401	Ms. Shelly Stanwyck	(805) 781-7123	Measure J Impacts
City of San Luis Obispo	10/2007	12/2007	990 Palm Street	San Luis Obispo, CA 93401	Ms. Claire Clark	(805) 781-7123	Chinatown Fiscal Impact
City of San Luis Obispo	Prior to 2005	4/2005	990 Palm Street	San Luis Obispo, CA 93401	Ms. Shelly Stanwyck	(805) 781-7123	City of San Luis Obispo - Marketplace Negotiations
City of Santa Monica	9/2006	Ongoing	3223 Donald Douglas Loop South, Suite 2	Santa Monica, CA 90405-3279	Ms. Miriam Mack	(310) 458-8411	Economic Consulting
City of South Pasadena	10/2009	Ongoing	1414 Mission Street	South Pasadena, CA 91030	Chu Thai	(626) 403-7210	Economic Assessment of Commercially-Zoned Land
Redevelopment Agency of the City of Sparks	3/2008	4/2008	1675 E. Prater Way, Suite 107	Sparks, NV 89434	Mr. Armando Ornelas	(775)353-1644	Victoria Project
Squire, Sanders & Dempsey, LLP	12/2004	2/2005	801 South Figueroa Street, 14th Floor	Los Angeles, CA 90017-5554	City of Pomona Redevelopment Agency, c/o	(213) 624-2500	Kline vs. Pomona Redevelopment Agency - Consulting as Expert
City of Tolleson	11/2007	11/2007	9555 W. Van Buren Street	Tolleson, AZ 85353	Mr. Paul Magallanez	623.936.7111	Hispanic Retail Project
City of Vista	10/2005	11/2005	600 Eucalyptus Avenue	Vista, CA 92084	Darold Pieper, City Attorney	(760) 726-1340	City of Vista vs. Shiley Trust
Ventura Port District	Prior to 2005	6/2007	1603 Anchors Way Drive	Ventura, CA 93001-4229	Mr. Oscar Pena, General Manager	805-642-8538	Yacht Club Lease
Ventura Port District	12/2007	11/2009	1603 Anchors Way Drive	Ventura, CA 93001-4229	Mr. Oscar Pena, General Manager	805-642-8538	SRP Retail Study

PRIVATE INSTITUTIONS:

see attached pages

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

Add additional pages if necessary to list all experience with private institutions.

ADK&A Private Sector							
Clients	Start	End	Address		Contact	Ph Num	Services
Temescal Canyon Properties, LLC	1997	Ongoing	1555 N. Verdugo Road, Ste. 201	Glendale, CA 91208	Mr. Ali Sahabi, GEC	(951) 808-0100	Financial Analyses of Dos Lagos Project, Corona, CA
The Chadmar Group	6/2008	6/2008	2716 Ocean Park Boulevard, Suite 1064	Santa Monica, CA 90405	Mr. Charles Lande, Presiden	(310) 314-2590	Snowcreek Document Review
AndersonPacific LLC	11/2009	Ongoing	6701 Center Drive West	Los Angeles, CA 90046	Mr. James R. Anderson	(310) 689-2300	Hercules Bayfront
Arisian Development	4/2009	7/2009	2985 N. Burl Avenue, Suite 104	Fresno, CA 93727	Mr. Arakel Arisian	559-260-2070	Fresno Hotel & Lake Don Pedro
Brown Winfield Canzoneri Abram	1/2009	1/2009	300 S. Grand Avenue, 14th Floor	Los Angeles, CA 90071	Tony Canzoneri	213-687-2100	Rockefeller Group FI Proposal Review
Brown Winfield Canzoneri Abram	9/2008	11/2008	300 S. Grand Avenue, 14th Floor	Los Angeles, CA 90071	Tony Canzoneri	213-687-2100	Wilson Ground Lease
Champion Development Group	1/2006	4/2007	11601 Wilshire Boulevard, Suite #1650	Los Angeles, CA 90025	Robert Champion	310-312-8020	Business Strategy
Champion Development Group	5/2005	1/2006	11601 Wilshire Boulevard, Suite #1650	Los Angeles, CA 90025	Robert Champion	310-312-8020	Champion Media Center Parking
The Carlyle Group	9/2007	9/2007	11100 Santa Monica Boulevard, Suite 400	Los Angeles, CA 90025	Mr. Edward Samek	10 575 1700	Entrada (ADK&A was sub to CBRE)
The Carlyle Group	8/2006	9/2006	11100 Santa Monica Boulevard, Suite 400	Los Angeles, CA 90025	Mr. Edward Samek	10 575 1700	Beverly Hills Fiscal & Economic Analysis
State Bar of California	4/2009	10/2009	180 Howard Street	San Francisco, CA 94105	Mr. Steven Mazer	415-538-2000	Consulting Services and Office Facilities White Paper
CBRE Consulting	1/2008	7/2008	355 S. Grand Avenue, Suite 1200	Los Angeles, CA 90071	Mr. Tom Jirovsky	213.613.3751	Disney Parking Finance Analysis
Forest City Development	1/2005	Ongoing	949 S. Hope Street, Suite 200	Los Angeles, CA 90029	Mr. Dimitri Vazelakis	213-488-0010	Financial Consulting for Various US Shopping Centers
Forest City Enterprises, Inc.,	1/2009	1/2009	5173 Nimitz Road	Honolulu, HI 96818	Mr. Jon Wallenstrom	808 839 8771	Consulting Services Kaka'ako
Forest City Residential West	4/2005	Ongoing	949 S. Hope Street, Suite 200	Los Angeles, CA 90029	Ms. Katherine Perez	213-488-0010	Fresno & Corona (Various US Residential Projects)
Fowler Packing Company	7/2006	2/2007	8570 S. Cedar Avenue	Fresno, CA 93725	Mr. Leland Parnagian	(559) 834-5911	Arland Farms
Gibson, Dunn & Crutcher LLP	2/2005	2/2005	333 South Grand Avenue	Los Angeles, CA 90071-3197	Ms. Antoinette Paglia	213.229.7000	Selleck & Ball v. SDI
Greenberg Glusker	1/2005	2/2005	1900 Avenue of the Stars, 21st Floor	Los Angeles, CA 90067	Mr. Henry D. Finkelstein	(310) 553-3610	Costco Impacts
CBRE Consulting	6/2006	6/2006	355 S. Grand Avenue, Suite 1200	Los Angeles, CA 90071	Mr. Ross Selvidge	213.613.3751	Harper Lake Dairy
8767 Wilshire Boulevard, LP	11/2008	Ongoing	452 N. Robertson Boulevard, Suite 421	Beverly Hills, CA 90211	Ms. Kathy Javor c/o Alex De	310 201 3540	Consulting Services re: 8767 Wilshire Boulevard

ADK&A Private Sector							
Clients	Start	End	Address		Contact	Ph Num	Services
Linda S. Congleton & Associates	4/2009	5/2009	31726 Rancho Viejo Road, Suite 108	San Juan Capistrano, CA 92675	Ms. Linda Congleton	(949) 487-2000	Hawaii ground lease analysis
Lewis Companies	1/2009	10/2009	P.O. Box 670	Upland, CA 91785-0670	Mr. Tom Ashcroft	(909) 985-0971	Rialto Airport
Magellan Group, Inc.	3/2005	8/2005	1800 Avenue of the Stars	Los Angeles, CA 90067	Mr. Kevin Staley	310-277-8337 x11	Irvine Ground Lease
Jerson Investments, LLC	6/2009	Ongoing	1455 S. Michigan Avenue, Suite 100	Chicago, IL 60605	Mr. Gerard Fogelson	312 663 3407	Consulting Services for Indian Wells Crossing
Mission Development Company	5/2006	5/2007	25814 Business Center Drive, Suite C	Redlands, CA 92374	Mr. Glenn Elssmann	909-796-4664	Greenspot Village Center
Miralto	10/2007	10/2007	P.O. Box 1321	Rancho Santa Fe, CA 92067	Mr. Paul D. Curcio, CEO	858 759 5261	Guangzhou - Inducing Urban Development
The Mehmet Noyan Company	9/2005	12/2005	683 West Alluvial, Suite 101	Fresno, CA 93711	Mr. Mehmet Noyan	(559) 446-1100	Madera Fairgrounds
CBRE Consulting	8/2007	1/2008	355 S. Grand Avenue, Suite 1200	Los Angeles, CA 90071	Mr. Tom Jirovsky	213.613.3751	Moinian Project
Manatt, Phelps & Phillips, LLP	9/2005	11/2005	11355 W. Olympic Boulevard	Los Angeles, CA 90064	Mr. Adam Pines	(310) 312-4000	Tuchscher Litigation
Newport Capital Advisors	9/2006	10/2006	1400 Quail Street, Suite 280	Newport Beach, CA 92660	Mr. David Nix	(949) 719-1110	Highland / Egyptian Project
Newhall Land and Farming	9/2009	11/2009	23823 Valencia Boulevard	Valencia, CA 91355	Mr. Corey Harpole	661-255-4000	Fiscal Impact Update
CBRE Consulting	11/2005	8/2006	355 S. Grand Avenue, Suite 1200	Los Angeles, CA 90071	Mr. Ross Selvidge	213.613.3751	Westside Fiscal Impact
Public Private Joint Ventures, LLC	10/2005	11/2009	35 N. Arroyo Parkway	Pasadena, CA 91103	Mr. Jim Goodell	626 795 0919	College-Based Senior Housing
Fieldman, Rolapp & Associates	3/2008	4/2008	19900 MacArthur Boulevard, Suite 1100	Irvine, CA 92612-2433	Daniel L. Wiles, Principal	949.660.7300	Antonio Road Project
The Ryerson Company	9/2009	Ongoing	7250 North 16th Street, Suite 410	Phoenix, AZ 85020-5264	Mr. Ron Estes	602.216.9000	Indian Wells Retirement
Urban Studio for City of Santa Barbara	4/2006	6/2007	3921 Wilshire Blvd., Suite 420	Los Angeles, CA 90010	Mr. John Kaliski	213-383-7980	Santa Barbara Transit Center RFP
Allen, Matkins et al	2/2007	3/2007	515 South Figueroa Street, 7th Floor	Los Angeles, CA 90071-3398	Ms. Sonia Ransom	(213) 622-5555	Snowcreek
S.D. Malkin Properties, Inc.	5/2005	5/2009	835 5th Avenue, Suite 401	San Diego, CA 92101	Mr. Jeremy Cohen, Sr. Vice	619-239-6716	Oceanside Hotel & Timeshares
CBRE Consulting	3/2008	3/2009	355 S. Grand Avenue, Suite 1200	Los Angeles, CA 90071	Mr. Tom Jirovsky	213.613.3751	Shea Tustin Project
Shea Properties	12/2005	3/2006	2120 Jimmy Durante Blvd., Suite 110	Del Mar, CA 92014	Mr. Greg Shannon	858 562 6650	Prepare Proposal for B-Street Pier

ADK&A Private Sector							
Clients	Start	End	Address		Contact	Ph Num	Services
Shea Properties	12/2006	12/2006	26840 Aliso Viejo Parkway, Suite 100	Aliso Viejo, CA 92656	Mr. Colm Macken, President	(949) 389-7000	Tustin
Shepherd of the Hills Church	12/2006	1/2007	30121 Niguel Road	Laguna Niguel, CA 92677	Liane Lindsey-Woodmancy	949-495-1310	Due Diligence on Veleo Transaction
Concept Marine Associates, Inc.	Prior to 2005	2/2005	1853 Embarcadero	Oakland, CA 94690-5224	Ken Johnson/Gordon Fulton	(510) 533-7600	Stockton Marina Redevelopment
Southwestern Law School	11/2007	3/2009	3050 Wilshire Boulevard	Los Angeles, CA 90010-1106	Janice A. Manis	213-738-6700	Southwestern Law, Consulting Services re: Leasing
The Clarett Group	2/2008	2/2008	1902 Avenue of the Stars, Suite 1465	Los Angeles, CA 90067	Mr. Dan Lee, Acquisition Di	310.807.8405	Public/Private Joint Venture Consulting
Urban Partners LLC	Prior to 2005	6/2006	304 S. Broadway, Suite 400	Los Angeles, CA 90013	Mr. John Gunn	213.437.0470	General Consulting
Weintraub Financial Services	12/2009	12/2009	26880 Pacific Coast Highway	Malibu, CA 90265	Mr Richard Weintraub	(310) 457-8130	Proposal for Proposed Palm Springs Spa
Watermarke Properties, Inc.	3/2008	4/2008	291 Corporate Terrace Circle	Corona, CA 92879	Mr. Scott Greene, Director o	(951) 372-2400	Corona North Main

- c. Attach copies financial statements for the most current and prior fiscal years (for example 2009 and 2008). Statements should include the company's current assets, current liabilities and net worth and at a minimum should include the Balance Sheet and Statement of Income. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.
- d. Attach additional information, if necessary.

Signature: Allen D. [Signature]

Date: March 8, 2010

Title: Principal

Los Angeles County Department of Beaches and Harbors
Proposal for Economic Consulting Services

Quality Control Plan, Form P-5

1. PROPOSER'S PROCEDURES FOR ENSURING COMPLIANCE

ADK&A has always maintained the highest professional standards in terms of quality control. This is evidenced in the ability of the Department to rely on ADK&A's work in recommending policy to the Board, in negotiating with lessees, and in all other aspects of the financial management of its leasehold assets. Quality control is and will continue to be maintained by Mr. Kotin and subconsultants by the frequent cross-review of both analysis and documentation as both draft and final product, by email, fax and telephone conversations. Quality is also ensured by the involvement of key DBH staff during the assignment and analysis, and by providing them with the opportunity for review and input into the final product.

2. PREVENTING UNSATISFACTORY PERFORMANCE

ADK&A's plan for reviewing its work is to provide at least two sets of experienced eyes in the preparation of analyses and memoranda. Interim deadlines are met by discussing any time constraints with the client when the assignment is first discussed, and keeping continual communication to ensure work progresses on schedule.

In all analyses performed in Excel (typically the foundation of all narrative analysis and recommendations), ADK&A uses a separate worksheet in each model to track the evolution of the analysis, with dates and notations of changes in approach, assumptions, calculations, and presentation. This has proven to be very valuable, particularly for long, complex assignments during the course of which factors such as market conditions may change, necessitating reworking of analyses.

3. REVIEW OF DOCUMENTS PREPARED BY ADK&A

All documents produced by ADK&A are reviewed by the Principal.

4. STEPS TO CORRECT DEFICIENCIES REPORTED BY THE DEPARTMENT OR DISCOVERED BY ADK&A REVIEWER

Any deficiencies identified by the Department will be rectified by a Principal or a subconsultant, as appropriate. As an additional check, ADK&A has over the last several years developed a pattern of work review with and editing by Richard Volpert of Munger, Tolles & Olson, counsel to the department.

5. SPEED OF RESPONSE TO DEPARTMENTAL COMPLAINTS OF INADEQUATE WORK

Typical corrections would include modifications to memoranda or other text documents, or to numerical analysis as typically produced in Excel. Document control is performed by maintaining dates codes in the file names for text and Excel documents, and in analysis also by maintaining a "Version Notes"

worksheet in each model logging changes and providing relevant information for a new user. Responses will be immediate, as has always been ADK&A's practice.

6. WRITTEN QUALITY CONTROL PLAN

ADK&A has no written quality control plan, inspection plan or written procedures largely because, as a one man firm, all work is reviewed and issued by the principal whose personal standards become the de facto quality control program; however, this has heretofore never prevented it from providing the highest quality consulting services to the Department.

PROPOSER'S EEO CERTIFICATION

Allan D. Kotni & Associates
 Company Name
949 S. Hope St, LA, CA 90015
 Address
546-48-5621
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	(X)
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	(X)
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	(X)
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()

Allan D. Kotni
 Signature

March 8, 2010
 Date

Allan D. Kotni, Principal
 Name and Title of Signer (Please Print)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
 CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Allan D. Kotin & Associates			
Company Address: 949 S. Hope St,			
City: LA	State: CA	Zip Code: 90015	
Telephone Number: 213-623-3841			
Solicitation For Contracting Services: Economic Consulting			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Allan D. Kotin	Title: Principal
Signature: 	Date: March 8, 2010

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Alan D. Kotin & Associates

Proposer Name

Principal

Proposer Official Title

Alan D. Kotin

Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

____ YES (subject to verification by County) NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES ____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

____ YES ____ NO N/A (Program not available)

Proposer Organization: Alan D. Kotin & Associates

Signature: *Alan D. Kotin*

Print Name: Alan D. Kotin

Title: Principal Date: _____

Tel. #: 213-623-3841

Fax #: ~~213-623-4231~~

866-685-1377

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: 

Date: MARCH 8, 2010

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Allan D. Kotin & Associates
 COUNTY VENDOR NUMBER: 10 § 33701

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 1

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	<u>1</u>					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	<u>100</u> %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Allan D. Kotin</u>	Authorized Signature <u>Allan D. Kotin</u>	Title <u>Principal</u>	Date <u>3/8/2010</u>
------------------------------------------------	-----------------------------------------------	---------------------------	-------------------------

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Allan D. Kotin & Associates		
COMPANY ADDRESS: 949 S. Hope St, LA CA 90015		
CITY: LA	STATE: CA	ZIP CODE: 90015

I hereby certify that I meet all the requirements for this program:

- N/A My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (attach IRS Determination Letter);
- N/A I have submitted my three most recent annual tax returns with my application;
- N/A I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- N/A I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Allan D. Kotin	TITLE: principal
SIGNATURE: <i>Allan D. Kotin</i>	DATE: 3/8/2010

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Alan D. Kotin & Associates	
Company Address: 949 S. Hope St	
City: LA	State: CA Zip Code: 90015
Telephone Number: 213-623-3841	Email address: akotin@adkotin.com
Solicitation/Contract For _____ Services: Economic Consulting	

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

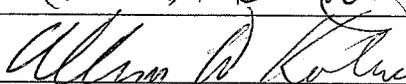
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Alan D. Kotin	Title: Principal
Signature: 	Date: March 8, 2010

Date: 3/8/2010

Los Angeles County Department of Beaches and Harbors
Proposal for Economic Consulting Services

Form P-15

CONTRACTOR'S NAME: Allan D. Kotin & Associates

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Allan D. Kotin, Principal
949 South Hope Street
Los Angeles, CA 90015
Ph: 213-623-3841
Fax: 866-685-1377
Email: akotin@adkotin.com

CONTRACTOR'S AUTHORIZED OFFICIAL:

Allan D. Kotin, Principal
949 South Hope Street
Los Angeles, CA 90015
Ph: 213-623-3841
Fax: 866-685-1377
Email: akotin@adkotin.com

NOTES TO THE CONTRACTOR TO BE SENT TO:

Allan D. Kotin, Principal
949 South Hope Street
Los Angeles, CA 90015
Ph: 213-623-3841
Fax: 866-685-1377
Email: akotin@adkotin.com

Los Angeles County Department of Beaches and Harbors
Proposal for Economic Consulting Services

Green Initiatives, Form P-16

As a one-man firm dealing with offsite subconsultants, I have limited opportunities to implement green initiatives. My efforts include recycling discarded paper, minimizing paper storage through scanning and online storage techniques, using recycled paper when feasible, using video conferencing and "Go to Meeting" software to avoid auto use, and working at home one day a week to reduce commuting. I encourage my subconsultants to use these techniques to reduce their carbon footprint.

**AS NEEDED ECONOMIC CONSULTANT SERVICES
OFFER TO PERFORM / PRICE PROPOSAL**

Proposer: **Name:** Keyser Marston Associates, Inc.
 Address: 500 South Grand Avenue
 Suite 1480
 Los Angeles, California 90071
 Phone: (213) 622-8095 **Fax:** (213) 622-5204

To: Santos H. Kreimann, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide as-needed economic consultant services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession.

The rate(s) for these services shall be: See attached rate schedule.

<u>Job Title</u>	<u>Hourly Rate</u>
<u>Principal</u>	_____ Dollars (\$ _____)
_____	_____ Dollars (\$ _____)

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture limited liability company other: _____

State of organization: California Principal place of business: California (Los Angeles, San Francisco and San Diego)

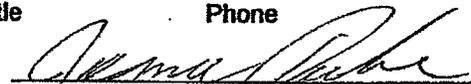
Out of state vendor's authorized agent for service of process in California: _____

Name _____ Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

James A. Rabe, V.P. (213) 622-8095
 Name _____ Title _____ Phone _____

Kathleen H. Head, V.P. (213) 622-8095
 Name _____ Title _____ Phone _____

Proposer's signature: 

Date: March 8, 2010

James A. Rabe, V.P. (213) 622-8095
 Name _____ Title _____ Phone _____

The attached rate schedule presents Keyser Marston Associates, Inc. (KMA's) proposed rate schedule that remains fixed for the three-year contract and any option periods. Typically, for assignments such as proposed by the County, KMA will provide its services on an hourly rate and expenses basis, against a not-to-exceed fee by task. Fees are billed and payable on a monthly basis. KMA's proposed rate schedule follows. Rates include all direct and indirect costs except as noted below. Detailed invoices are submitted monthly.

**KEYSER MARSTON ASSOCIATES, INC.
HOURLY FEE SCHEDULE**

A. JERRY KEYSER*	\$290.00
MANAGING PRINCIPALS*	\$290.00
SENIOR PRINCIPALS*	\$280.00
PRINCIPALS*	\$260.00
MANAGERS*	\$235.00
SENIOR ASSOCIATES	\$195.00
ASSOCIATES	\$175.00
SENIOR ANALYSTS	\$155.00
ANALYSTS	\$135.00
TECHNICAL STAFF	\$100.00
ADMINISTRATIVE STAFF	\$85.00

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Keyser Marston Associates, Inc.	California	1976
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? if yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

N/A

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.3 – Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

Yes No Proposer has 5 years experience performing economic consultant services for government agencies or private organizations.

Yes No Proposer shall provide evidence of insurability.

Yes No Proposer must complete and return Forms P-1 through P-17.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Keyser Marston Associates, Inc.

Address:

500 South Grand Avenue, Suite 1480

Los Angeles, California 90071

E-mail address: jrabe@keysermarston.com Telephone number: (213) 622-8095

Fax number: (213) 622-5204

On behalf of Keyser Marston Associates, Inc. (Proposer's name), I James A. Rabe
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.


Signature

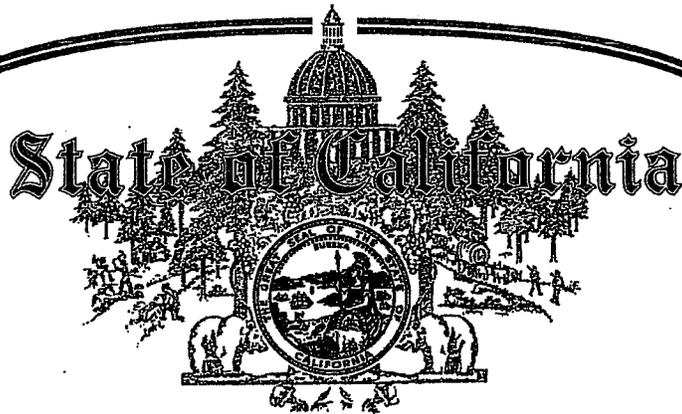
Vice President
Title

March 8, 2010
Date

94-2363741
Internal Revenue Service
Employer Identification Number

221-0281-8
California Business License Number

50124301
County WebVen Number



SECRETARY OF STATE
CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

That on the **2nd day of September, 1976, KEYSER MARSTON ASSOCIATES, INC.** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 18, 2005.

Kevin Shelley
KEVIN SHELLEY
Secretary of State



State of California
Secretary of State



STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

C0777759
KEYSER MARSTON ASSOCIATES, INC.
55 PACIFIC AVE MALL
SAN FRANCISCO CA 94111

RECEIVED
JUN 25 2009

BY: _____

DUE DATE: 09-30-09

NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2. If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16.
 If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	SAN FRANCISCO	CA	94111
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CA	
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3			

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
6. CHIEF EXECUTIVE OFFICER/	TIMOTHY C. KELLY, 55 PACIFIC AVE MALL,	SAN FRANCISCO	CA	94111
7. SECRETARY/	DIANE M. CHAMBERS	"	"	"
8. CHIEF FINANCIAL OFFICER/	DIANE M. CHAMBERS	"	"	"

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.) *SEE ATTACHED*

	ADDRESS	CITY	STATE	ZIP CODE
9. NAME				
10. NAME				
11. NAME				

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS
DIANE M. CHAMBERS

	CITY	STATE	ZIP CODE
14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	SAN FRANCISCO	CA	94111

TYPE OF BUSINESS

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
REAL ESTATE CONSULTANTS

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

9/25/09 *DIANE M. CHAMBERS* *BUSINESS MGR.* *Diane M. Chambers*
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

STAFFING & WORK PLAN

1. STAFFING PLAN. Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION See attached

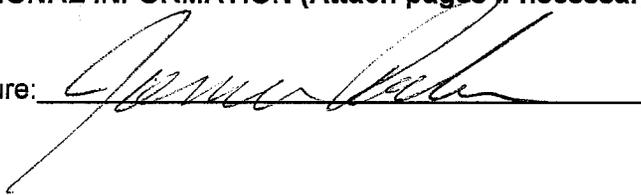
3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

4. APPROACH TO THE STATEMENT OF WORK:

- a. Please attach a comprehensive narrative describing the approach your firm will take with respect to the services to be provided as identified in Attachment B, Statement of Work, Section 6.0. Indicate how, with the use of qualified employees, your firm will provide the following including, but not limited to:
- Economic Consulting Services, as listed in Attachment B, Statement of Work, Section 6.1; and
 - Consultant Duties, as listed in Attachment B, Statement of Work, Section 6.2.
- b. Proposer's ability and resources to provide services described in Attachment B, Statement of Work, Section 6.0;
- c. How the experience of Proposer's staff is specifically related to the services described in Attachment B, Statement of Work, Section 6.0;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment B, Statement of Work, Section 6.0;
- e. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment B, Statement of Work, Section 5.2) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

5. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature:  _____

Date: March 8, 2010

Title: Vice President

Keyser Marston Associates, Inc.

Owner Information

Name	Title	% Of Ownership
Timothy C. Kelly	President	17.25%
Gerald M. Trimble	Vice President	16.50%
Kathleen H. Head	Vice President & Assistant Secretary	16.50%
Robert J. Wetmore	Vice President	10.75%
Debbie M. Kern	Vice President	9.00%
James A. Rabe	Vice President	9.00%
Paul C. Marra	Vice President & Assistant Secretary	9.00%
Diane M. Chambers	Chief Financial Officer & Secretary	12.00%
Total Ownership		100.00%

B. STAFFING PLAN

Below is the requested information with key employee names. Resumes are provided in Section H.

Name	Relationship to Proposer	Job Title	Responsibilities
James A. Rabe	Owner	Senior Principal	Project Management
Kevin Engstrom	Employee	Principal	Research and Analysis, Project Support
Donald Pecano	Employee	Senior Associate	Research and Analysis, Project Support

C. STATEMENT OF APPROACH TO THE SCOPE OF WORK

1. Approach to Providing Services

KMA's approach is a team approach. Regardless of the geographic location of the assignment, it is our policy to assign the most qualified personnel to the project. Further, KMA is insistent on placing seasoned principals at the forefront of all assignments, assuring that the County receives the best advice and service. KMA is, by design, "top heavy", with senior consultants, with 15 principals among the 38 employees of the firm. KMA provides services through its offices in San Francisco, Los Angeles, and San Diego.

We have performed a variety of services for the Department during the past nine years, including: advising on leasehold extension negotiations; preparing affordable housing analyses; evaluating alternative financing analyses and rent credit requests; and preparing other specialized analyses. We invite review of our recent work for the Department as evidence of the efficacy of our approach.

2. Ability and Resource to Provide Services

KMA is a full service real estate, financial, redevelopment and economic consulting firm specializing in real estate advisory and evaluation services, redevelopment services, and financial analyses. KMA was incorporated in 1973, and has been serving public agencies and private clients for over 35 years. KMA focuses its practice in the Western United States where we have assisted over 600 public and private clients on more than 2,000 projects. Representative public sector clients include nearly every major municipality in California; cities, ports and military bases throughout the west; counties and special districts; as well as public and private colleges and universities. The firm's private sector clients include financial institutions, law firms, landowners and developers. KMA's services fall within the following general areas:

- Real estate market and evaluation services
- Affordable housing program/financial evaluation services
- Transaction structuring
- Developer selection and negotiations
- Public financing/redevelopment planning

The increased complexities of redevelopment, real estate and ground lease transactions demand a strong technical understanding of real estate, financing markets and a keen understanding of California laws that affect the disposition of public property. The firm is unique among other redevelopment consulting firms by possessing this unique combination of skills. The combined knowledge and expertise in these areas has resulted in KMA's ability to provide services, which not only comply with the current policies and practices pertaining to redevelopment, but are also based on a fundamental understanding of real estate markets, valuation and financing.

KMA provides a complete range of financial analyses consulting services for both retail and housing development projects. These include market analyses, highest and best use studies, financial feasibility analyses, preparation of requests for qualifications and proposals, developer selection, and disposition negotiations including ground lease negotiations. Supporting technical analyses include fiscal impact analyses and the analyses of alternative occupancy options. Uniquely, KMA combines its real estate advisory services with a range of financial and economic evaluation services, projection of public revenues, fiscal impact analyses and economic analyses of alternative land use options. This integration of disciplines allows extremely cost effective coordinated services for our clients.

REAL ESTATE SERVICES

- **Feasibility Assessment** – KMA has undertaken feasibility studies for clients ranging from institutional investors, to department stores, to numerous public agencies. While the purpose of these studies varies considerably, the essence is to identify the basic demand for the use being tested, an essential component in the decision making process. The Los Angeles office has undertaken numerous commercial, retail and housing market opportunity assessments, and has assisted public agencies in the identification of mid- to long-term redevelopment strategies. Such analysis has included numerous assignments in support of specific plan activities.

- **Financial Evaluation** – The use of pro forma financial analyses to evaluate the financial feasibility of a wide range of projects is a strength of KMA. These financial feasibility analyses are typically geared toward providing KMA’s public agency clients with a perspective on the private sector development economics for proposed projects. Land uses within our expertise include hotel, office, all forms of retail, industrial, airport-related commercial, market rate and affordable housing, auto dealership, and sports and convention center uses.
- **Disposition/Owner Participation Consulting** – This service covers a broad spectrum, in which KMA assists clients in the disposition of real estate holdings. These services include preparation of developer solicitation documents, developer selections and reviews, participation in developer or owner negotiations, and analysis of pending agreements. KMA has taken an active role in the negotiations process leading to numerous development agreements and ground leases. Financial structuring has included the use of Mello Roos financing, parking revenue bonds, Certificates of Participation, Section 108 loans, BEDI and EDI Grants and loans, and developer advances. A particular expertise is the negotiation of ground leases between public and private sectors. Examples include ground leases at Hollywood/Highland, Wilshire/Western and other locations for Metro, the original ground lease and updates for the Citadel in Commerce, a proposed high tech industrial park at Cal Poly State University, Pomona, ground leases for hotels, residential and mixed-use developments at Marina Del Rey for the County of Los Angeles, hotel ground leases in the cities of Anaheim, Huntington Beach and Pasadena, and numerous assignments for the City of Long Beach on the waterfront and at the Long Beach Airport.
- **Reuse Reports and Summary Reports** – KMA’s real estate experience is used in the analysis and preparation of reuse reports required under Health and Safety Code Section 33433.
- **Fiscal Impact Analysis** – As a full service land economics consulting firm specializing in real estate predevelopment and evaluation services, KMA has developed extensive experience in fiscal/economic impact analysis in the assessment of revenue and cost impacts to be generated by proposed developments or implementation of plans. The analyses evaluate both capital and annual on-going revenue and service cost impacts, as well as an evaluation of employment and income effects.
- **Economic Benefit and Site Specific Revenue Analysis** – These analyses evaluate both capital and annual on-going revenue and service cost impacts, as well as an evaluation of employment and income effects. KMA has recently provided site-specific revenue analyses for a individual projects and specific plans

in the Cities of Los Angeles, Anaheim, Carson, Long Beach, Yucaipa and Brea. KMA's experience includes the evaluation of economic impact and site-specific revenues including job creation, net sales tax generation, utility and business tax analyses and similar studies.

ECONOMIC DEVELOPMENT SERVICES

- **Revitalization Strategies** – KMA has undertaken numerous revitalization studies for public clients. Based on sound and in-depth analysis of market conditions, KMA has developed strategies that emphasize implementation. The analyses of market conditions include demographic trends, employment patterns, commercial activities, and leakage of retail sales to neighboring communities. From these analyses, KMA formulate economic revitalization strategies through the development of a targeted industry retention and attraction program.
- **Strategic Plans for Retail, Commercial and Industrial Uses** – KMA's economic development services include identifying the optimal mix of retail, commercial and industrial uses. Our expertise in this area has been particularly effective for defense and military base conversion projects as well as industrial use conversions. KMA advised the City of Long Beach with respect to the conversion of a 260-acre former manufacturing facility to modern commercial and residential uses. KMA's services have assisted public sector clients in formulating policies that maximize revenue potential.
- **Business Incentive Programs** – KMA has evaluated various business retention mechanisms, including sales tax rebate, property tax rebate, utility discount, and direct financial assistance. KMA also advises Business Improvement Districts (BIDs) on commercial revitalization programs through the design of positioning and repositioning strategies, through the identification of market potential and niche opportunities, and how to retain and attract specific tenants. We assist in negotiations with property owners, brokers, prospective retailers, and local officials, and we assist in the structuring of funding programs.

3. **Relevant Experience of Staff**

KMA presently has 38 professional staff persons located at offices in Los Angeles, San Francisco and San Diego. This assignment would be directed by Mr. James Rabe. He has extensive experience in all aspects of potential involvement on behalf of the County. Kevin Engstrom, Principal, has extensive experience in conducting market analyses and evaluating hotel projects. Mr. Engstrom has worked on the Marina International and the Marina del Rey lease extensions. With the two principals assigned to this project and with a large back-up from staff, KMA will have more than adequate capability to respond flexibly to the needs of the County.

Each principal has a broad background in all aspects of redevelopment or real estate consulting, and each has a specific area of specialization related to their education, experience and interest. KMA's principals are frequent speakers to industry groups including the Urban Land Institute, International Council of Shopping Centers, League of Cities, California Community Redevelopment Association, and other similar organizations. KMA's principals have served on the Governor's Task Force on Military Base Reuse, and have advised both the California Legislature's Committee on Economic Development and the California Redevelopment Association (CRA). Los Angeles office principals are active in professional and community organizations, and serve as members of the Boards of Directors for the Los Angeles Economic Development Corporation and CALED, as well as special advisor to the Community Redevelopment Agency Association Board of Directors.

4. Level of Staff to Perform Services

This assignment would be directed by James Rabe. Mr. Rabe is a Senior Principal and will serve as principal in charge and point of contact for all County assignments. All work assignments for the County will be conducted by Mr. Rabe with project support provided by KMA's extensive and well-qualified staff. All work performed by staff, other than Mr. Rabe will be performed under his direct supervision.

The Los Angeles office has seven principals and five professional staff which gives us analytical depth from junior analysts to senior consultants and principals. The staff specializes in various aspects related to the County's needs: Land leasing, hotels, commercial retail, residential, entertainment, etc. We have the expertise and the size of staff to tackle just about any real estate consulting assignment, regardless of size or complexity.

5. Ability to Support the Department

KMA has extensive public presentation experience and is fully capable of representing the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies. In particular, we excel in conveying complex findings in easy-to-understand and concise formats to elected or appointed government officials. Powerpoint is the standard tool that is used to convey the findings. We can also be available to meet with Board members and other officials in closed meeting settings.

6. Expert Testimony

KMA provides expert testimony and considers it one of our strengths. KMA often makes presentations to City Councils, Port Commissions, and similar bodies to convey the results of consulting assignments. As indicated in the following resumes, KMA is often a participant in major real estate negotiations and effectively represents clients with developers and lessees.

7. Quality Control Plan

KMA has developed a series of operational procedures to ensure quality control for its real estate advisory services. These include the following:

1. **Direct Principal Responsibility:** Each assignment is headed by one of the firm's experienced principals selected based upon the particular skill set required for the assignment. The appropriate principal reviews all work before being submitted to the client.
2. **Consulting Specialist:** For projects where a variety of skill sets are required (a mixed-use project for example that may include affordable and market rate housing and a retail component), KMA will bring in consulting principals within the firm with the particular expertise required for the assignment. This assures most cost effective and highly expert services.
3. **Specialty Area Subgroup:** The firm has created subgroups with the company of particular principals and other senior staff to ensure the best practices and analytical tools are made available firm wide. These specialty groups meet on a regularly scheduled basis and include such areas as affordable housing, mixed-use, public parking, ground lease development, and redevelopment finance.
4. **Proprietary Software Models:** KMA has developed a series of proprietary models for financial feasibility analysis and fiscal impact work that both shortens the time necessary to conduct the analysis and ensures a uniformity of approach and analysis.

8. Additional Information

a. Staffing

Mr. James A. Rabe will be the Contractor's Representative.

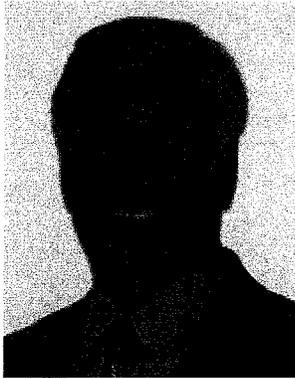
James Rabe is a principal of the firm and has over 30 years of financial and real estate consulting experience. He provides KMA with public finance, financial modeling, negotiation skills, developer selection and deal structuring capabilities. Mr. Rabe has been responsible for the negotiation of numerous development agreements, owner participation agreements and ground leases for office, retail, apartment, industrial, mixed-use projects, and parking facilities, including major consulting assignments for the County of Los Angeles at Marina Del Rey and for the Metropolitan Transportation Authority, Los Angeles. Related project experience within the past five years includes:

- Marina del Rey, Developer Selection and/or Lease Negotiations – Parcels 100/101, 28, 7, 33/NR, 42/43 and IR.
- Metropolitan Transportation Authority (MTA) – Developer Selection, Economic Analysis, Lease Negotiations – Wilshire/Vermont station site, Wilshire/Western site, Hollywood/Western site, Westlake/ MacArthur and Union Station.
- City of Anaheim – Real Estate Analysis, Developer Selection, Disposition Negotiations – Multiple projects including Gardenwalk, Doubletree and other Resort Area hotels, Downtown Revitalization, Brookfield and Laing Homes for-sale housing projects.

Kevin Engstrom is a principal in the firm and provides and coordinates real estate market feasibility and financial feasibility services. Mr. Engstrom has assisted numerous public agencies with a full range of services relating to hotel development, strategic planning, market analyses, ground leases, reuse analyses, highest and best use studies and developer selection services.

We have provided, for your review, resumes of key staff members noted in our staffing plan and a summation of relevant work experience.

James A. Rabe



Mr. Rabe is a Senior Principal in Keyser Marston's Los Angeles office. For more than 30 years he has provided public and private clients with real estate and financial expertise.

Key Role

Mr. Rabe assists clients in public/private real estate and economic development activities from Keyser Marston's Los Angeles office. He provides public and private sector clients with services in the following areas: public finance, specific plan feasibility, fiscal impact, financial modeling, developer selection, asset management, ground leasing and deal structuring and transaction negotiation.

Public/Private Development Specialist

Recognized as an expert in real estate advisory services, Mr. Rabe specializes in public/private transactions. Examples include the RiverPark planned development, Pacific View Mall, the revitalization of downtown Anaheim and several transit-oriented mixed-use projects. He has assisted public and private clients in the analysis and implementation of residential, commercial, industrial, office, hotel, and mixed-use projects, and master plan developments in California, Arizona and Nevada.

Additional Areas of Specialization

Mr. Rabe has consulted in all areas of the disposition process for redevelopment projects and surplus properties for public agencies, including project planning, Requests for Proposals and Qualifications, and developer selection. He has worked with planning consultants to develop feasible specific plans. He has also served as financial advisor, special tax consultant and developer's advisor for bond issues in California.

Professional Credentials

Mr. Rabe is a member of the Counselors of Real Estate (CRE). He is a past board member of the California Association for Local Economic Development, a member of the California Redevelopment Association, the Urban Land Institute, the International Council of Shopping Centers and the Council for Urban Economic Development. He served as President of the Verdugo Hills Boy Scout Council and as a Resource Professional for Urban Land Institute and the California Redevelopment Association. Mr. Rabe is a lecturer at the University of Southern California, School of Planning and Policy Development. Mr. Rabe has also served as a guest lecturer at the University of California, Los Angeles School of Architecture and Urban Planning.

Mr. Rabe earned his master of arts in economics from the University of Southern California, and his bachelor of arts in economics from the University of California, San Diego.

Kevin Engstrom



Kevin Engstrom is a Principal in the Los Angeles office of Keyser Marston. For over 10 years, Mr. Engstrom has provided public and private clients with real estate and financial expertise, including: market and financial feasibility studies, fiscal impact analyses, economic revitalization consulting, financial modeling, developer selection and disposition consulting.

Specific Areas of Expertise

Market and Feasibility Studies

During his tenure at Keyser Marston, Mr. Engstrom has conducted a number of market and feasibility studies for cities throughout California. For these analyses Mr. Engstrom assessed current market conditions; projected future demand for residential, retail, office, industrial and hotel development; tested the financial feasibility of prototypical projects; and prepared implementation strategies.

Project examples include:

- Pasadena Central District Specific Plan
- Downtown Ventura Specific Plan
- West Anaheim Specific Plan
- Shaw Avenue Market Study, Clovis
- San Sevaive Economic Dev. Strategy
- Gold Line TOD Market Study, La Verne
- Brea General Plan Update
- La-Canada-Flintridge Downtown Plan
- Central Long Beach Strategic Plan
- Whittier Boulevard Master Plan
- Yucaipa Corridor Specific Plan
- Red Line TOD Market Study, MTA

Disposition Consulting

In addition, Mr. Engstrom has consulted in all areas of the disposition process for redevelopment projects and surplus properties for public agencies. His experience includes project planning, preparing and evaluating Requests for Proposals and Qualifications, developer selection, negotiation support and financial feasibility analyses for cities throughout the State, including Los Angeles, Anaheim, Brea, Glendale, Long Beach, Poway, Pasadena and Monterey Park.

Market and Financial Services for Hotel Projects

Mr. Engstrom has also provided market and financial services for over 50 hotel projects throughout California, including the Beverly Hills Montage, Huntington Beach Grand Hyatt, Anaheim Doubletree and the Glendale Embassy Suites.

Professional Credentials

Mr. Engstrom is a member of the Urban Land Institute, the California Redevelopment Association (CRA) and the International Council of Shopping Centers. For the past four years he co-instructed the Basic Pro Forma Class at the CRA's Redevelopment Institute in Southern California. Mr. Engstrom has also served as an instructor at California State University Fullerton in the Geography department.

Mr. Engstrom earned his master of arts from the University of Arizona and his bachelor of arts from Villanova University.

DONALD C. PECANO
Senior Associate

Donald Pecano is a Senior Associate in the Los Angeles office of Keyser Marston. Mr. Pecano joined KMA in 2007, and has provided real estate economic consulting services that include: economic feasibility analyses; public revenue projections; economic and competitive market research; and highest and best use analyses. He has performed these services for both public and private clients, across a range of mixed-use, retail, residential, industrial, and office projects.

Specific Areas of Expertise

Project Feasibility Analysis

Mr. Pecano has evaluated numerous developer proposals, reviewed development cost and operating projections, researched market data, and prepared pro forma analyses for a variety of project types, including: hotel proposals in Anaheim, Long Beach, and central Los Angeles; mixed-use developments in Huntington Park, Anaheim, and Chino Hills; and retail centers in Simi Valley, Lake Elsinore, and El Segundo.

Public Revenue Projection

Since joining Keyser Marston, Mr. Pecano has estimated the public impact of several development proposals. The analyses involved the projection of tax increment revenues, sales tax revenues, business and utility taxes, hotel taxes, job creation, workforce spending, and other public benefits. Example projects include: the Grand Avenue Project in Los Angeles; Warner Basin mixed-use proposal in Anaheim; and Heritage Professional Center in Chino Hills.

Disposition Consulting

Mr. Pecano has provided a range of technical services in support of KMA's disposition consulting assignments, including: conducting market research for a variety of project types including residential, retail, office, and hotel; preparing pro forma analyses of alternative development schemes; and preparing cash flow models for the valuation of ground leases. Mr. Pecano's experience includes: the preparation of alternative development schemes for transit-oriented properties in Los Angeles; pro forma analysis of proposed office developments in Beverly Hills; and the analysis and negotiation of terms for several ground leases at Long Beach Airport.

Reuse Valuation and Summary Reports

Mr. Pecano has used his real estate experience to analyze and prepare reuse valuation reports, given specific market conditions, site conditions, and the requirements imposed by development agreements. Mr. Pecano has also prepared summary reports pursuant to Section 33433 of the California Health and Safety Code for clients including Anaheim, Carson, and San Jose.

Professional Credentials

Mr. Pecano earned a Master of Urban Planning degree (MUP) and Certificate in Real Estate Development from the University of Pennsylvania. For his graduate work, he was honored with the David Crane Award for excellent work in urban development. Mr. Pecano also holds a Bachelor of Science in Engineering (BSE) in Operations Research & Financial Engineering from Princeton University, where he also obtained certificates in Finance and Engineering & Management Systems. He is a member of the Urban Land Institute (ULI), the American Planning Association (APA), and the International Council of Shopping Centers (ICSC).

b. Illustrative List of Projects

Project: Long Beach Industrial, Commercial, Residential and Revitalization
Client: City of Long Beach and the Long Beach Redevelopment Agency

KMA provides ongoing assistance to the City on a variety of real estate projects ranging from large scale retail entertainment projects, repositioning of retail centers, industrial and marina ground leases, housing projects and housing strategies. Current projects include ongoing real estate consulting for redevelopment proposals, extension and/or recapture of airport leases and hotel and restaurant lease negotiations. These assignments require numerous financial analyses and written analytical reports.

Project: Joint Powers Authority for the City and County of Los Angeles
Client: Grand Avenue Committee, Downtown Los Angeles, California

KMA is the real estate advisor to the Grand Avenue Committee (GAC) and the Joint Powers Authority (JPA) responsible for implementing the development plan for the ambitious \$2.0 billion Grand Avenue urban redevelopment project. KMA provided assistance throughout the developer selection process, including assistance in drafting the Request for Proposals, evaluating the respondents' qualifications and the economic feasibility of the financial proposals. KMA prepared various evaluation analyses to assist with the developer selection process. Following selection of the Related Companies, KMA advised the GAC and JPA in the business and financial structure which included both ground lease negotiations and the preparation of public revenue projections for tax increment, sales, parking and utility user taxes. The multi-phased development will include up to 3.6 million square feet on nine downtown acres including a 275-room five star hotel, high-rise residential towers with up to 2,600 residential units with 20% set-aside as affordable units, 450,000 square feet of retail and restaurant space and up to 5,500 parking spaces. The project's centerpiece, a 16-acre park, will connect the existing Music Center with the Civic Center and will create a central gathering place in the heart of downtown Los Angeles. KMA's efforts continue with the review of project financial structuring, including the use of various sources of public funding.

Project: North Hollywood Commons (NoHo Commons)
Client: Community Redevelopment Agency of the City of Los Angeles

NoHo Commons is comprised of 730 apartment units of which 20% are rent restricted, 100,000 square feet of retail including a supermarket, 180,000 square feet of office and 24,000 square feet of cinema space, the first two phases of which are completed. KMA's role included financial feasibility analysis, public revenue projections, developer negotiations and financial structuring, and extensive interaction on behalf of the client with the developer, the public and council district members and closed and public sessions with the CRA/LA Board of Commissioners. Over the assignment period KMA has provided a multitude of financial and written analytical materials. In addition to on-

going developer negotiations, KMA currently has the primary responsibility for the preparation and submittal of internal staff reports, the reuse valuation and section 33433 report.

Project: Montage Hotel and Public Gardens
Client: City of Beverly Hills

This unique public/private partnership includes the development of a 225-room five star hotel and condominium project; 1,000 space public parking garage and extensive public gardens. The City engaged KMA to initially test the market feasibility and then to assist in negotiating the terms of a ground lease and development agreement. KMA's assignment included market research, pro forma analyses and review of developers' proposals. KMA deliverables included written analyses, participation in ongoing developer negotiations, attendance at appropriate meetings and hearings and assistance in documenting the ground lease and development agreement.

Project: Affordable Housing Strategy Plan
Client: City of Huntington Beach

The City of Huntington Beach has significantly more unmet need for affordable housing than can be feasibly fulfilled during the near term with the funds available. KMA prepared an affordable housing strategy plan that identifies the unmet need for very low and low income housing, quantified the affordability gaps for rental and ownership housing units and recommended a funds allocation to meet a portion of the Agency's replacement housing and housing production requirements. The strategy plan also recommended non-monetary incentives to encourage private sector development of affordable housing

Project: Burchett Site Embassy Suites Hotel
Client: Glendale Redevelopment Agency

The project includes the development of a 277-room Embassy Suites Hotel located at the intersection of Burchett and Central Avenue. The hotel will occupy a currently vacant parcel, replacing underutilized land in downtown Glendale with a 14-story structure, which includes a significant amount of meeting, conference and food service space. KMA assisted the Glendale Redevelopment Agency in developer selection, development agreement negotiations, preparation of a reuse valuation report and a California Health and Safety Code 33433 summary report.

Project: Hollywood Amendment Physical and Economic Blight Analysis
Client: Community Redevelopment Agency of the City of Los Angeles

KMA was retained by the Agency to complete the analyses of physical and economic conditions in the existing Hollywood Redevelopment Project Area to identify remaining blight for an amendment to the Redevelopment Plan. KMA reviewed and analyzed field survey data collected by the Agency, conducted independent field surveys, and analyzed secondary data sources, with the focus of identifying the physical factors that continued to impact the economic viability of reusing existing buildings. As part of the blight analyses, KMA interviewed real estate professionals familiar with Hollywood, completed analyses of the office and retail real estate markets, and reviewed the impacts of changes and cycles in the entertainment industry on demand for space in the Project Area.

Project: Downtown Village Specific Plan
Client: City of La Canada-Flintridge

KMA assisted in the development of a specific plan for the Downtown Village area of the City of La Canada-Flintridge. KMA completed a market evaluation for residential, retail and commercial uses in the area. As part of the market analysis KMA identified development potential ranges and retail tenant types that were absent or underserved in the marketplace. The KMA analysis indicated the potential for capturing these types of tenants. KMA also had primary responsibility for preparing the Implementation section of the Specific Plan.

Project: Birch Street
Client: City of Brea Redevelopment Agency

This 300,000 square foot mixed-use retail, residential and entertainment project resulted in the creation of a new "downtown Brea". Broadly received as a prototypical "smart growth" project, the development includes two multi-screen theater complexes, 40 residential loft apartments and 160,000 square feet of retail and restaurant space developed in an infill, pedestrian environment. KMA worked with the Agency throughout the conceptualization and implementation of the project. Services included market feasibility, developer selection, development agreement negotiations, financial feasibility of commercial and housing components, preparation of reuse valuation reports and Section 33433 reports. Most recently, KMA assisted the Agency in negotiating a tenant improvement loan and provided the analytical documentation to support such loan.

BUSINESS AND FINANCIAL SUMMARY

- a. Provide a narrative of your firm's relevant background information demonstrating the capacity and experience to perform the required Contract work, including such information as:
- Identifying previous assignments which are similar in scope and purpose to the economic consultant services that will be required under the Contract. Please attach a summary description of experience your firm has had in providing the services that are requested in this RFP. Provide examples of appropriate experience in any relevant past or on-going projects. Describe each project, including the name of the owner, current phone number, and role on the project. Include examples and experience involving:
 - Providing expert advice in areas of public and private entities engaged in the development, purchase, sale and leasing of commercial real property;
 - Providing expert testimony; and
 - Providing representation to various governing bodies, including the Small Craft Harbor, California Coastal Commission and other governing bodies.
 - Summary of the Proposer's academic background, professional training and work history.
 - An organizational chart or description of the organization's size and structure.

b. Providing references as follows: See separate Excel table.

List all of the governmental agencies and private institutions that demonstrate the Proposers and/or their principal owner's experience providing economic consultant services during the last five years. **FAILURE TO LIST ALL EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL. PLEASE ENSURE ALL CONTACT INFORMATION IS CURRENT AND VALID.**

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

Add additional pages if necessary to list all experience with Government Agencies.

PRIVATE INSTITUTIONS: See separate Excel table.

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

Add additional pages if necessary to list all experience with private institutions.

- c. Attach copies financial statements for the most current and prior fiscal years (for example 2009 and 2008). Statements should include the company's current assets, current liabilities and net worth and at a minimum should include the Balance Sheet and Statement of Income. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page. See exception form.
- d. Attach additional information, if necessary.

Signature: _____



Date: March 8, 2010

Title: Vice President

GOVERNMENT AGENCIES

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Phone Number	Description of Services
1/1/2008	7/31/2008	City of Agoura Hills	30101 Agoura Court, Suite 102 Agoura Hills, CA 91301-4335	David Adams <i>No longer w/ company</i>	818-597-7300	Economic Consulting Serv. For Self Storage Relocation
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Anaheim Redevelopment Agency	201 South Anaheim Boulevard, Suite 1003 Anaheim, CA 92805	Eliza Stipkovich	714-765-4332	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Anaheim Community Development Department	201 South Anaheim Boulevard, Suite 1003 Anaheim, CA 92805	Eliza Stipkovich	714-765-4332	Economic Consulting Serv. for Numerous Projects
7/1/2008	8/31/2008	City of Arcadia	Development Services Department 240 West Huntington Drive Arcadia, CA 91066-6021	Brian Saeki	626-574-5414	Economic Consulting Serv. Related to Review of Golf Course Operator
7/1/2005	Ongoing As of 2/28/10	Baldwin Park Community Development Commission	14403 East Pacific Avenue Baldwin Park, CA 91706	Melcio Picazo	626-960-4011	Economic Consulting Serv.
10/1/2005	4/30/2006	City of Barstow	220 E. Mountain View Street, Ste. A Barstow, CA 92311	F. Michael Stewart	760-256-3531	Economic Consulting Serv. Related to Analysis of a Hotel and Casino
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Beverly Hills	455 North Rexford Drive Beverly Hills, CA 90210	David Lightner	310-285-1080	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Brea Redevelopment Agency	Civic and Cultural Center Number One Civic Center Circle Brea, CA 92621-5758	Eric Nicoll	714-671-4421	Economic Consulting Serv. for Numerous Projects
12/1/2008	9/30/2009	Buena Park Redevelopment Agency	6650 Beach Boulevard, POB 5009 Buena Park, CA 90622-5009	May Wong Hui	714-562-3585	Economic Consulting Serv. Related to a Retail Mixed use Project
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Burbank Redevelopment Agency	275 East Olive Avenue Burbank, CA 91510	Ruth Davidson-Guerra	818-238-5180	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Carson Redevelopment Agency	701 East Carson Street P.O. Box 6234 Carson, CA 90749	Clifford Graves	310-233-4800	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Chino Hills	Chino Hills City Hall 14000 City Center Drive Chino Hills, CA 91709	Christine Kelly	909-364-2741	Economic Consulting Serv. for Numerous Projects
8/1/2008	Ongoing As of 2/28/10	City of Commerce	2535 Commerce Way Commerce, CA 90040	Alex Hamilton	323-722-4805	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Culver City Redevelopment Agency	9770 Culver Boulevard P. O. Box 507 Culver City, CA 90232-0507	Alicia Weintraub	310-253-6000	Economic Consulting Serv. for Numerous Projects
10/1/2008	8/31/2009	City of Dana Point	33282 Golden Lantern Dana Point, CA 92629	Mike Killebrew	949-248-3567	Economic Consulting Serv. Related to the Harbor Hotel

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Phone Number	Description of Services
1/1/2009	3/31/2009	City of El Segundo	350 Main Street El Segundo, CA 90245-3813	Greg Carpenter	310-524-2345	Economic Consulting Serv. For Downtown Parking Study
Ongoing Prior to 3/1/05	3/31/2009	Fresno Redevelopment Agency	2394 Tulare Street, Suite #200 Fresno, CA 93721-2228	Mariene Murphey	559-621-7600	Economic Consulting Serv. Forest City Retail Project
2/1/2009	2/1/2009	City of Fresno	2600 Fresno Street Fresno, CA 93721-3605	Michael Sanchez	559-621-8505	Economic Consulting Serv. Related to Market Place at El Paseo
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Fullerton Redevelopment Agency	303 W. Commonwealth Avenue, #305 Fullerton, CA 92832-1775	Robert Zur Schmelde	213-622-8095	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Glendale Redevelopment Agency	633 East Broadway Glendale, CA 91205	Phil Lanzafame	818-548-3155	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Grand Avenue Committee c/o ZGF Architects	515 South Flower Street Suite 3700 Los Angeles, CA 90071	Martha Welborne	213-607-5904	Economic Consulting Serv. For Grand Avenue Project
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Huntington Beach Redevelopment Agency	2000 Main Street Huntington Beach, CA 92648	Stanley Smalewitz	714-538-5909	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Inglewood Redevelopment Agency	One Manchester Boulevard, 7th Floor Inglewood, CA 90301-1750	Maria Stevens	310-412-5290	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Irwindale	5050 North Irwindale Avenue Irwindale, CA 91706	Jose Amador	626-430-2213	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	10/31/09	La Mirada Redevelopment Agency	13700 La Mirada Boulevard La Mirada, CA 90638	Eileen Yeh	562-943-0131	Economic Consulting Serv. for Numerous Projects
9/1/06	Ongoing As of 2/28/10	City of La Puente	City of La Puente 15900 East Main Street La Puente, CA 91744	Greg Yamachika	626-855-1501	Economic Consulting Serv. for Numerous Projects
9/1/08	Ongoing As of 2/28/10	City of Lake Forest	25550 Commercentre Drive, Suite 100 Lake Forest, CA 92630	Dave Bellmer	949 461-3567	Economic Consulting Serv. for Relocation of an Auto Dealership
9/1/07	11/30/2009	City of Lawndale	14717 Burin Avenue Lawndale, CA 90260	Otis Ginoza	313-973-3233	Economic Consulting Serv. Related to the Chill's Site
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Long Beach Redevelopment Agency	333 West Ocean Boulevard, 3rd Floor Long Beach, CA 90802	Lisa Fall	562-570-6615	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Long Beach	333 West Ocean Boulevard, 3rd Floor Long Beach, CA 90802	Victor Grgas	562-570-6705	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Los Angeles Community Redevelopment Agency	354 South Spring Street, Suite 800 Los Angeles, CA 90013	Glenn Wasserman	213- 977-1807	Economic Consulting Serv. for Numerous Projects

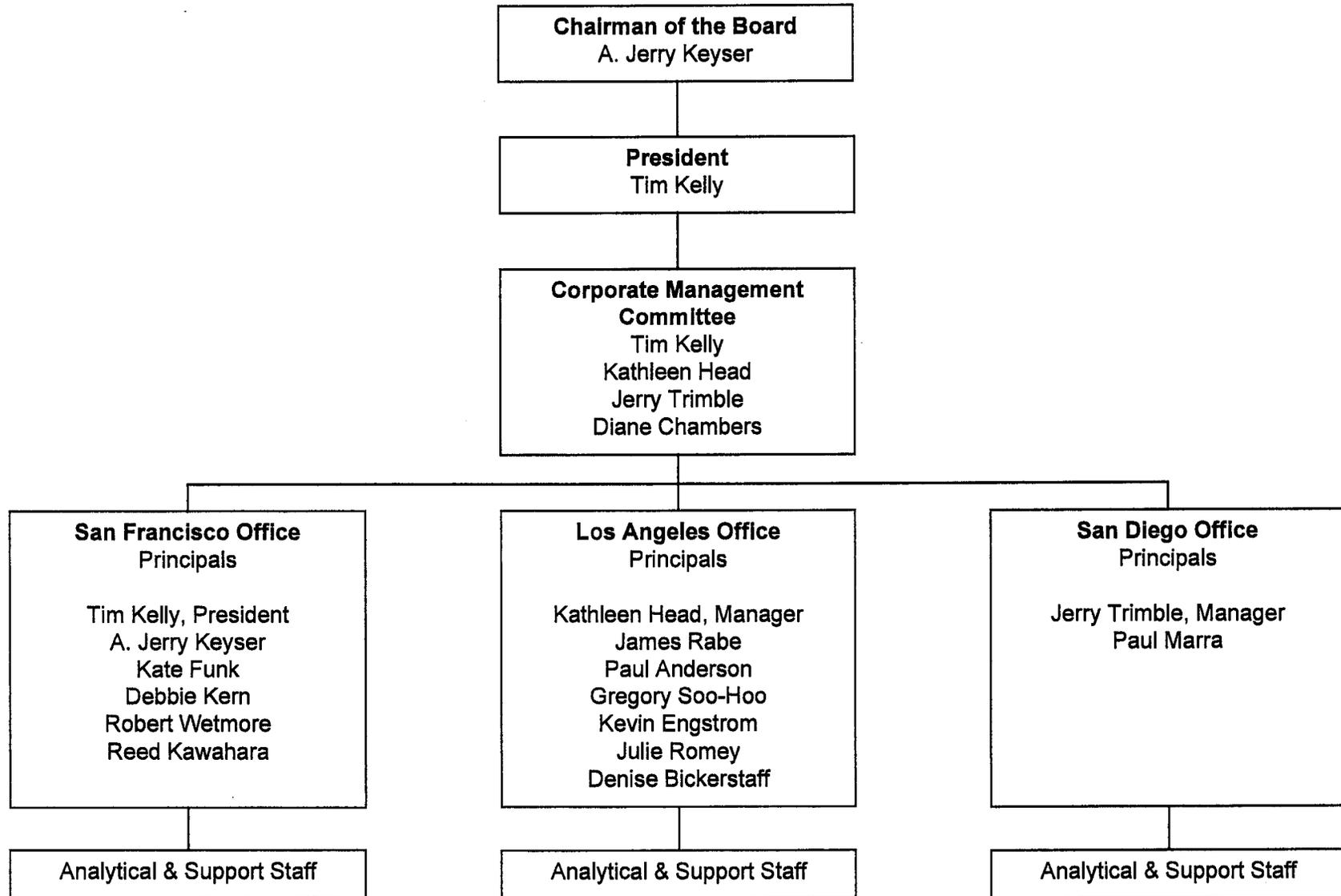
Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Phone Number	Description of Services
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Los Angeles County Department of Beaches and Harbors	13575 Mindanao Way Marina del Rey, CA 90292	Gary Jones	310-305-9522	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Los Angeles County Chief Administrative Office	754 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012	Michele Vercoutare	213-893-2476	Economic Consulting Serv.
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Los Angeles County Community Development Commission	Two Coral Circle Monterey Park, CA 91755-7425	Daniel Raffol	323-890-7001	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Los Angeles County Metropolitan Transportation Authority	One Gateway Plaza Mall Stop: 99-25-5 Los Angeles, CA 90012-2952	Roger Mollere	213-922-2225	Economic Consulting Serv. for Numerous Projects
3/1/2008	7/30/2008	City of Lynwood	11330 Bullis Boulevard Lynwood, CA 90262	Bruno Naulis	310-603-0220	Economic Consulting Serv. for Redwood Estates
12/1/2007	3/31/2008	City of Maywood	4319 East Slauson Avenue Maywood, CA 90270	Benjamin Martinez	323-562-5000	Economic Consulting Serv. for the Gateway Plaza Project
Ongoing Prior to 3/1/05	12/31/2006	City of Monrovia	415 South Ivy Avenue Monrovia, CA 91016	Kevin O'Brien	626-303-6605	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Monterey Park	320 West Newmark Avenue Monterey Park, CA 91754	Brian Dowling	626-307-1257	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Newport Beach	3300 Newport Boulevard P. O. Box 1768 Newport Beach, CA 92663	Kevin Murphy	714-644-3000	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	5/31/2007	Norco Redevelopment Agency	2870 Clark Avenue Norco, CA 92860	Brian Oulman	951-270-5645	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Ontario Redevelopment Agency	208 West Emporia Street Ontario, CA 91762	Brent Shultz	909-395-2317	Economic Consulting Serv. for Numerous Projects
4/1/2005	9/30/2005	City of Ontario	208 West Emporia Street Ontario, CA 91762	Brent Schultz	909-395-2317	Economic Consulting Serv. Related to Walmart
2/1/2010	Ongoing As of 2/28/10	Orange County Public Works	300 N. Flowers, 8th Floor Santa Ana, CA 92703	James Campbell	714-834-5736	Economic Consulting Serv. Related to Highland Property
7/1/2006	6/30/2008	Palm Desert Redevelopment Agency	73-510 Fred Waring Drive Palm Desert, CA 92660	Justin McCarthy	760-346-0611	Economic Consulting Serv. for the Desert Willow Hotel Project
10/1/2006	2/28/2007	City of Palm Springs	3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	Thomas Wilson Assistant City Manager	760-325-8979	Economic Consulting Serv. Regarding Convention and Condo Hotels

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Phone Number	Description of Services
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Pasadena Community Development Commission	100 North Garfield Avenue, Room 5116 Pasadena, CA 91101	Eric Duyshart	626-744-4660	Economic Consulting Serv. for Numerous Projects
1/1/2007	2/28/2007	City of Phoenix	Community & Economic Development Dept. 200 West Washington, 20th Floor Phoenix, AZ 85003-1611	Paul Katsenes	602-262-5040	Economic Consulting Serv. For City North Project
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Pomona	505 South Garey Avenue P. O. Box 660 Pomona, CA 91766	Raymond Fong	909-620-2410	Economic Consulting Serv. for Numerous Projects
1/1/2008	Ongoing As of 2/28/10	City of Redondo Beach	415 Diamond Street Redondo Beach, CA 90277	David Blggs	310-372-1171	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Rialto Redevelopment Agency	150 South Palm Avenue Rialto, CA 92376	Robb Steel	909-879-1149	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of San Buenaventura	501 Poll Street P. O. Box 99 Ventura, CA 93002-0099	Sidney White	805-677-3934	Economic Consulting Serv. for Numerous Projects
2/1/2005	10/31/2007	San Carlos, City of	600 Elm Street San Carlos, CA 94070	Laurie Cudworth	650-802-4263	Economic Consulting Serv. for Palo Alto Medical Center
2/1/2006	Ongoing As of 2/28/10	City of San Clemente	100 Avenida Presidio San Clemente, CA 92672	George Scarborough	949-361-8322	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	San Gabriel Redevelopment Agency	P.O. Box 130 San Gabriel, CA 91778-0130	Steve Preston	626-308-2800	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of San Juan Capistrano	32400 Paseo Adelanto San Juan Capistrano, CA 92675	Douglas Dumhart	949-443-6316	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Santa Ana Community Redevelopment Agency	20 Civic Center Plaza, M-25 Santa Ana, CA 92701	Cynthia Nelson	714-667-2706	Economic Consulting Serv. for Numerous Projects
10/1/2005	10/31/2007	Santa Barbara County Redevelopment Agency	1105 Santa Barbara Street, 2nd Floor Santa Barbara, CA 93105	Jeff Lindgren	805-884-8050	Economic Consulting Serv. For Isla Vista Redevelopment Project
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Santa Fe Springs	11710 East Telegraph Road Santa Fe Springs, CA 90670	Paul Ashworth	213-868-0511	Economic Consulting Serv. for Numerous Projects
3/1/2009	10/31/2009	City of Santa Paula	P. O. Box 569 Santa Paula, CA 93061	Charmaine Stouder	805-933-4245	Economic Consulting Serv. Related to Continental Windpower Project
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	Signal Hill Redevelopment Agency	2175 Cherry Avenue Signal Hill, CA 90755-3799	Elise McCaleb	562-989-7375	Economic Consulting Serv. for Numerous Projects
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of Simi Valley	Department of Environmental Services 2929 Tapo Canyon Road Simi Valley, CA 93063-2199	Bob Cottle	805-583-6873	Economic Consulting Serv. for Numerous Projects

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Phone Number	Description of Services
12/1/2005	4/30/2006	Ventura County Harbor Department	3900 Pelican Way Oxnard, CA 93035	Lyn Krieger	805-382-3001	Economic Consulting Serv. Related to Harbor Development Options
Ongoing Prior to 3/1/05	Ongoing As of 2/28/10	City of West Hollywood	8300 Santa Monica Boulevard West Hollywood, CA 90069-4314	Jeffrey Huffer	323-848-6464	Economic Consulting Serv. for Numerous Projects

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Phone Number	Description of Services
PRIVATE INSTITUTIONS						
1/1/2010	Ongoing As of 2/28/10	Agua Caliente Band of Cahuilla Indians	5401 Dinah Shore Drive Palm Springs, CA 92264	Todd Hooks Economic Development Director	760-699-6800	Economic Consulting Serv. For the Indian Falls Business Park
9/1/2008	9/30/2008	Brea Olinda School District	1 Civic Center Circle, Level II Brea, CA 92822-0300	Arthur Roland, Ed. D. Superintend of Schools	714-990-7827	Economic Consulting Serv. Related to Corporate Place Purchase Offer
Ongoing Prior to 3/1/05	10/31/2005	California State University, Fresno	2351 East Barstow Fresno, CA 93740-0112	Deborah Adlshian-Astone	559-278-0817	Economic Consulting Serv. Related to a Disposition Strategy
Ongoing Prior to 3/1/05	1/31/2007	Huntington Memorial Hospital	100 West California Boulevard Pasadena, CA 91109	Steven Ralph	626-397-5555	Economic Consulting Serv. For California and Fair Oaks Property
6/1/2007	10/31/2007	Los Angeles County Museum of Art	5905 Wilshire Boulevard Los Angeles, CA 90036	Melody Kanschat	323-857-8005	Economic Consulting Serv. For Wilshire Blvd. & Spaulding Avenue Property
Ongoing Prior to 3/1/05	3/31/2005	Morongo Band of Mission Indians	245 N. Murray, Suite C Banning, CA 92220	Allen Parker, CAO Allen Parker & Associates	951-260-8149	Economic Consulting Serv. For Galaxy Theater Project
7/1/2008	2/28/2009	Ojai Unified School District	414 East Ojai Avenue PO Box 878 Ojai, CA 93024	Dannelle Pasatorre	805-640-4300	Economic Consulting Serv. Related to Disposition of Surplus Property
5/1/2006	5/31/2006	SMG/Long Beach Convention and Entertainment Center	300 East Ocean Boulevard Long Beach, CA 90802	Daniel Y. Lee, CPA	562-499-7518	Economic Consulting Serv. For the Long Beach Convention Center llice Dogs Impact
4/1/2009	Ongoing As of 2/28/10	Pyramid Property Management	One Post Office Square, Suite 3100 Boston, MA 02109	Ken Hoepfner Vice President	617-412-2800	Economic Consulting Serv. For the La Quinta Resort
8/1/2007	11/30/2007	Rancon Realty Fund V by Glenborough, LLC	400 South El Camino Real San Mateo, CA 94402-1708	Sandra Boyle	650-343-9300	Economic Consulting Serv. Related to the Tri City Corporate Center
2/1/2009	8/30/2009	Redondo Beach School District	1401 Inglewood Avenue Redondo Beach, CA 90278	Janet Redella	310-937-1241	Economic Consulting Serv. Related to Disposition of Surplus School Site
3/1/2006	Ongoing As of 2/28/10	Riboll Family Wine Estates	Plaza San Antonio 737 Lamar Street Los Angeles, CA 90031-9990	Steven Riboll	323-223-1401	Economic Consulting Serv. for Development Properties in Chinatown area of LA
6/1/2008	6/30/2009	Walker Parking Consultants	606 South Olive Street, Suite 1100 Los Angeles, CA 90014	Steffan Turoff	213-488-4911	Economic Consulting Serv. For a Downtown Parking Garage

KEYSER MARSTON ASSOCIATES, INC.
ORGANIZATION CHART



B. QUALITY CONTROL QUESTIONS

All work that will be provided under this contract will be directed by James Rabe. He will either carry out the work himself or assign analytical tasks to KMA staff.

James Rabe will always represent the Department in negotiations and public presentations, as may be required. This work will never be delegated to other individuals in the firm unless those individuals are also principals, and in those instances, only with the concurrence of the Department.

In selected situations, and in consultation with the client, James Rabe and Kevin Engstrom may collaborate on assignments, especially in matters of significant technical complexity or importance in respect to policy matters.

a. *Who will review the documents prepared by your office?*

All work that is produced by staff, including all written communications, will be reviewed by James Rabe. In addition, results of spreadsheet work will be reviewed by a staff analyst for technical accuracy.

b. *What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?*

In the event that any deficiencies are discovered, we will immediately correct them and determine the source of the mistakes.

c. *If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?*

In the event that any corrections to our work are required, we will be able to regenerate a corrected version usually within 24 hours, or sooner.

d. *If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.*

See Section II-C-7.

e. *How will you cover unexpected absences?*

In the event that James Rabe is unavailable, then every effort will be made to have the other Principal attend any meetings or presentations. Kevin Engstrom is apprised of ongoing assignments on a regular basis by Mr. Rabe and is available to substitute for Mr. Rabe.

C. ADDITIONAL INFORMATION

1. Client References

KMA has longstanding relationships with many of its public clients. Examples of clients of more than 25 years include the cities or redevelopment agencies of Anaheim, Burbank, Glendale, Long Beach, Los Angeles and Pasadena. Individual references include:

Mr. Glenn Wasserman, COO
Community Redevelopment Agency of
the City of Los Angeles
354 South Spring Street, 8th Floor
Los Angeles, California 90013
(213) 977-1801

Ms. Elisa Stipkovich
Executive Director
Anaheim Redevelopment Agency
201 South Anaheim Boulevard, 10th Flr.
Anaheim, California 92805
(714) 765-4301

Ms. Phillip Lanzafame
Director of Development Services
City of Glendale
633 East Broadway, Room 201
Glendale, California 91206-4387
(818) 548-2005

Mr. Greg Herrmann
Community Development Director
City of Burbank
354 East Orange Grove
Burbank, California 91502-1232
(818) 238-5176

Mr. Eric Duyshart
Economic Development Manager
Planning and Development Department
City of Pasadena
175 North Garfield Avenue
Pasadena, California 91109
(626) 744-4660

Mr. Victor Grgas
Property Services Bureau Manager
Community Development Department
City of Long Beach
333 West Ocean Blvd.
Long Beach, California 90802
(562) 570-6705

Mr. Robb Steel
Director
Rialto Redevelopment Agency
131 S. Riverside Avenue
Rialto, California 92376
(909) 879-1149

2. Client List

Southern California Clients

Agoura Hills	Manhattan Beach*
Alhambra	Maywood
Anaheim*	Mission Viejo*
Arcadia*	Monrovia*
Azusa	Montebello
Banning	Monterey Park*
Bell Gardens*	Moreno Valley*
Beverly Hills*	National City
Big Bear Lake	Newport Beach*
Brea*	Norco*
Buellton	Oakdale
Burbank*	Oceanside
Calabasas	Ontario
Calexico	Orange
Carlsbad	Oxnard*
Carpenteria	Palm Springs*
Cathedral City*	Palmdale
Cerritos	Paramount
Chino Hills	Pasadena*
Chula Vista*	Pico Rivera
Claremont	Pomona*
Colton	Poway*
Commerce*	Rancho Cucamonga
Corona	Rancho Mirage*
Costa Mesa*	Redlands*
Covina	Redondo Beach
Culver City*	Rialto
Cypress*	Riverside*
Downey	Rolling Hills Estates
Duarte	San Bernardino*
El Cajon	San Buenaventura*
El Centro	San Clemente
El Monte	San Diego
Encinitas	San Fernando*
Escondido	San Gabriel*
Fontana	San Juan Capistrano
Fullerton	San Marcos
Garden Grove*	Santa Ana*
Glendale*	Santa Clarita
Glendora	Santa Fe Springs*
Grover Beach	Santa Monica*
Hawthorne*	Santee
Huntington Beach*	Seal Beach
Huntington Park*	Signal Hill*
Imperial Beach	Simi Valley*
Indian Wells*	South Gate
Indio*	South Pasadena*
Industry	Temecula
Inglewood*	Temple City
Irvine*	Thousand Oaks*
Irwindale	Torrance*
La Mesa	Tustin
La Mirada	Upland
La Palma	Vernon*
Laguna Beach	Victorville
Laguna Niguel	Visalia
Lawndale	Vista
Lemon Grove	West Covina*
Long Beach*	West Hollywood*
Los Alamitos	Westminister
Los Angeles*	Whittier*
Lynwood	Yorba Linda
Mammoth Lakes	Yucaipa

Northern California Clients

Alameda	Pinole
Antioch	Placerville
Bakersfield	Pleasant Hill
Belmont	Redwood City
Benicia	Richmond
Brisbane	Roseville
Campbell	Sacramento
Capitola	Salinas
Citrus Heights	San Bruno
Clayton	San Carlos
Clovis*	San Francisco
Concord	San Jose*
Corte Madera	San Leandro
Cotati	San Mateo
Cupertino	San Pablo
Daly City	San Rafael
Danville	San Ramon
Davis	Sand City
East Palo Alto	Santa Clara
El Cerrito	Santa Cruz*
El Paso De Robles	Santa Rosa
Emeryville	South San Francisco
Eureka	South Lake Tahoe
Fairfield	Stockton
Foster City	Sunnyvale
Fremont	Tiburon
Fresno	Turlock
Half Moon Bay	Vallejo
Hayward	Walnut Creek
Hercules	Watsonville
Hollister	West Sacramento*
Lincoln	Windsor
Livermore	Woodland
Manteca	Yuba City
Marin City	Other Western
Marina	Cities
Martinez	Albuquerque, NM
Menlo Park	Boise, ID
Merced	Carson City, NV
Mill Valley	Las Vegas, NV
Millbrae	North Las Vegas, NV
Milpitas	Phoenix, AZ
Modesto	Portland, OR
Monterey	Provo, Utah
Morgan Hill	Reno, NV
Mountain View	Springfield, OR
Napa	Tigard, OR
Novato	Tualatin, OR
Oakland	Other U.S. Cities
Orinda	Austin, TX
Pacifica	Indianapolis, IN
Palo Alto	Richmond, VA
Petaluma	

Note: List includes Cities and Redevelopment Agencies
 Note *** Identifies Current Los Angeles Office Assignments

Client List (cont'd)

Other Government Agencies

Clark County, Nevada	County of Santa Cruz
County of Alameda	County of Santa Clara
County of Contra Costa	Port of Long Beach*
County of Los Angeles*	Port of Los Angeles*
County of Marin	Port of Oakland
County of Napa	Port of Portland, OR
County of Orange	Port of Redwood City
County of Placer	Port of San Diego
County of Sacramento	Port of San Francisco
County of San Bernardino*	Port of Seattle, WA
County of San Diego	
Bay Area Rapid Transit District (BART)	
California Transportation Commission (Caltrans)	
Los Angeles County Metropolitan Transportation Authority*	
Metropolitan Transportation Commission	
North County Transit District (San Diego)	
Sacramento Regional Transit	
San Diego Metropolitan Transit Development Board	
Monterey County Housing Authority	
Nevada Housing Division	
San Diego Housing Commission	
San Jose Housing Department*	
Santa Clara County Housing Authority	
Santa Rosa Housing Authority	
Centre City Development Corporation, San Diego	
Las Vegas Centre City Development Corporation	
Long Beach Housing Corporation*	
Los Angeles County Community Development Commission*	
Peninsula Improvement Corporation (Naples, FL)	
Portland Development Commission	
Southeast Economic Development Corporation of San Diego*	
Capital Area Development Authority	
California Coastal Conservancy	
Fort Ord Reuse Authority	
California State University Fresno Association*	
Golden Gate National Park Association	
Long Beach Harbor Commission	
Pasadena Chamber of Commerce	
San Francisco Planning Department	
Sacramento Office of Parks & Recreation	
Sacramento Visitors and Convention Center	
San Diego State University Foundation	
San Jose International Airport	
San Mateo County Harbor District	
Santa Monica Pier Corporation	
South Coast Air Quality Management District	
State Of California Department of Transportation	
State Of California Office of Real Estate & Design	
U.S. Army Corps of Engineers	

*Note *** Identifies Current Los Angeles Office Assignments*

PROPOSER'S EEO CERTIFICATION

Keyser Marston Associates, Inc.
Company Name

500 South Grand Avenue, Suite 1480, Los Angeles, California 90071
Address

94-2363741
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(x)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(x)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(x)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(x)	()



 Signature

March 8, 2010

 Date

James A. Rabe, Vice President

 Name and Title of Signer (Please Print)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: <u>Keyser Marston Associates, Inc.</u>			
Company Address: <u>500 South Grand Avenue, Suite 1480</u>			
City: <u>Los Angeles</u>	State: <u>California</u>	Zip Code: <u>90071</u>	
Telephone Number: <u>(213) 622-8095</u>			
Solicitation For _____ Services: <u>as needed Economic Consulting Services</u>			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>James A. Rabe</u>	Title: <u>Vice President</u>
Signature:	Date: <u>March 8, 2010</u>

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

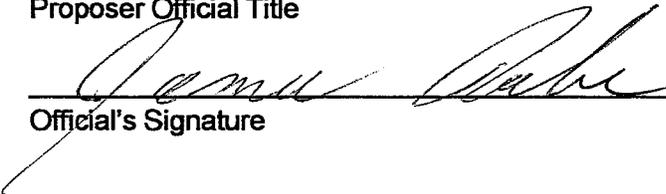
Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Keyser Marston Associates, Inc.
Proposer Name

Vice President
Proposer Official Title


Official's Signature

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____



Date: March 8, 2010

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>Kathleen H. Head</u>	<u>(213) 622-8095</u>
<u>James A. Rabe</u>	<u>(213) 622-8095</u>
<u>Timothy C. Kelly</u>	<u>(415) 398-3050</u>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

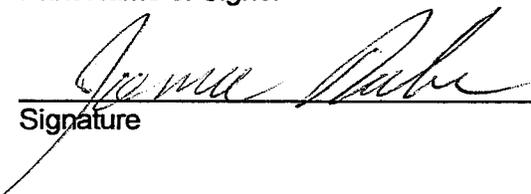
- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Keyser Marston Associates, Inc.
Name of Firm

<u>James A. Rabe</u>	<u>Vice President</u>
Print Name of Signer	Title

	<u>March 8, 2010</u>
Signature	Date

**Request for Local SBE Preference Program Consideration and
SBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER: _____

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
 Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 38 firm-wide, 14 in Los Angeles office

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American				2		2
Hispanic/Latino		1			1	2
Asian or Pacific Islander		3				2
American Indian						
Filipino				1		1
White	5	2	3	2	5	6

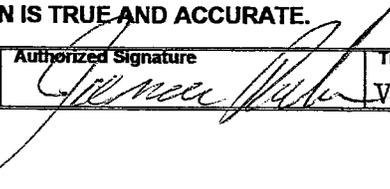
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	63.0 %
Women	%	9.0 %	%	%	%	28.0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name James A. Rabe	Authorized Signature 	Title Vice President	Date March 8, 2010
----------------------------------------	-------------------------------------------------------------------------------------------------------------	-------------------------	-----------------------

KEYSER MARSTON ASSOCIATES, INC.

CORPORATE OFFICERS AND DIRECTORS
10/1/08

<u>Name</u>	<u>Business Address</u>	<u>Business Phone</u>	<u>Corporate Title</u>
A. Jerry Keyser	55 Pacific Ave. Mall, San Francisco, CA 94111	415-398-3050	Chairman of the Board
Timothy C. Kelly	55 Pacific Ave. Mall, San Francisco, CA 94111	415-398-3050	President
Kate E. Funk	55 Pacific Ave. Mall, San Francisco, CA 94111	415-398-3050	Vice President
Robert J. Wetmore	55 Pacific Ave. Mall, San Francisco, CA 94111	415-398-3050	Vice President
Debbie M. Kern	55 Pacific Ave. Mall, San Francisco, CA 94111	415-398-3050	Vice President
Diane M. Chambers	55 Pacific Ave. Mall, San Francisco, CA 94111	415-398-3050	CFO & Secretary
Gerald M. Trimble	1660 Hotel Circle N., #716, San Diego, CA 92108	619-718-9500	Vice President
Paul C. Marra	1660 Hotel Circle N., #716, San Diego, CA 92108	619-718-9500	Vice President
Kathleen H. Head	500 So. Grand Ave., Los Angeles, CA 90071	213-622-8095	Vice President
James A. Rabe	500 So. Grand Ave., Los Angeles, CA 90071	213-622-8095	Vice President

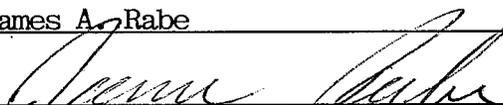
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Keyser Marston Associates, Inc.		
COMPANY ADDRESS: 500 South Grand Avenue, Suite 1480		
CITY: Los Angeles	STATE: California	ZIP CODE: 90071

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: James A. Rabe	TITLE: Vice President
SIGNATURE: 	DATE: March 8, 2010

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: <u>Keyser Marston Associates, Inc.</u>		
Company Address: <u>500 South Grand Avenue, Suite 1480</u>		
City: <u>Los Angeles</u>	State: <u>California</u>	Zip Code: <u>90071</u>
Telephone Number: <u>(213) 622-8095</u>	Email address: <u>jrabe@keysermarston.com</u>	
Solicitation/Contract For _____ Services: <u>as needed Economic Consultant Services</u>		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

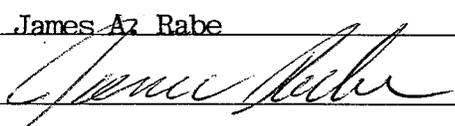
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>James Az Rabe</u>	Title: <u>Vice President</u>
Signature: 	Date: <u>March 8, 2010</u>

Date: March 8, 2010

CONTRACTOR'S NAME: Keyser Marston Associates, Inc.

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: James A. Rabe
 Title: Vice President
 Address: 500 South Grand Avenue, Suite 1480
Los Angeles, California 90071
 Telephone: (213) 622-8095
 Facsimile: (213) 622-5204
 E-Mail Address: jrabe@keysermarston.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Kathleen H. Head
 Title: Vice President / Assistant Secretary
 Address: 500 South Grand Avenue, Suite 1480
Los Angeles, California 90071
 Telephone: (213) 622-8095
 Facsimile: (213) 622-5204
 E-Mail Address: khead@keysermarston.com

Name: Timothy C. Kelly
 Title: President
 Address: 55 Pacific Avenue Mall
San Francisco, California 94111
 Telephone: (415) 398-3050
 Facsimile: (415) 397-5065
 E-Mail Address: tkelly@keysermarston.com

Notices to Contractor shall be sent to the following:

Name: James A. Rabe
 Title: see above
 Address: _____

 Telephone: _____
 Facsimile: _____
 E-Mail Address: _____

GREEN INITIATIVES

Present a narrative of a proposed plan for complying with the green requirements as described in Section 7.0 of the SOW. Describe your company's current environmental polices and practices and those proposed to be implemented.

Keyser Marston Associates, Inc. (KMA) utilizes the following environmental

practices:

- ° KMA uses recycled content paper
- ° KMA participates in the office building's recycling program for paper, bottles and cans
- ° KMA recycles printer and copier cartidges

RFP EXCEPTION FORM

FORM P-17

Proposer's Name Keyser Marston Associates, Inc.
 Address 500 South Grand Ave., Suite 1480, Los Angeles, California 90071
 Telephone 213-622-8095 Fax 213-622-5204
 E-mail Address jrabe@keysermarston.com

I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have **NO** exceptions.

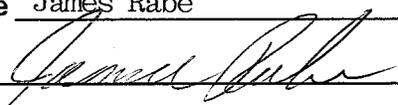
I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and **have the following exceptions:**

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

1 - Form P-4, Page 4 of 4 - Financial Statements
(see attached)

Print Name James Rabe

Signature 

Date May 28, 2010

RFP Exception No. 1

Form P4, page 4 of 4 – Financial Statements

Keyser Marston Associates, Inc. is a privately held corporation providing consulting services to the real estate industry, primarily in California. The firm has been in business since January 1, 1973, has three offices and 38 employees. Keyser Marston has developed an excellent credit history with its vendors and has maintained the financial strength to undertake numerous projects at any given time. The company is not in the practice of releasing its financial statements to third parties; however, financial statements can be made available for review at our headquarters office in San Francisco, or at one of our branch offices. If you need further financial information, please contact our banker, Elise Wen, Executive Managing Director at First Republic Bank in San Francisco, 415-288-8080. Our Dun & Bradstreet number is DUNS #08-211-9389.

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

ECONOMIC CONSULTING SERVICES, Inc.	CA	1982
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

N/A

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
N/A		

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ if yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

N/A

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.3 – Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

Yes No Proposers has 5 years experience performing economic consultant services for government agencies or private organizations.

Yes No Proposers shall provide evidence of insurability.

Yes No Proposer must complete and return Forms P-1 through P-17.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

ECONOMIC CONSULTING SERVICES

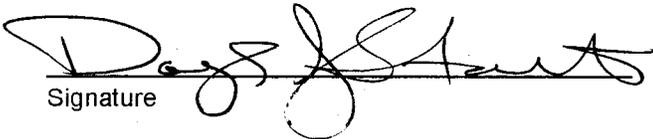
Address: 428 OLD NEWPORT BLVD.

Newport Beach, CA 92663

E-mail address: ecs 82@pacbell.net Telephone number: (949) 574-0800

Fax number: (949) 574-0800

On behalf of Economic Consulting Services (Proposer's name), I Douglas J. Stewart
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.



Signature

Principal

Title

03/08/10

Date

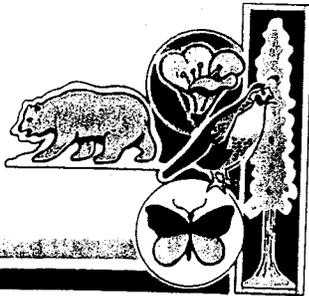
95-3684435

Internal Revenue Service
Employer Identification Number

293-5490-9

California Business License Number

County WebVen Number



State of California

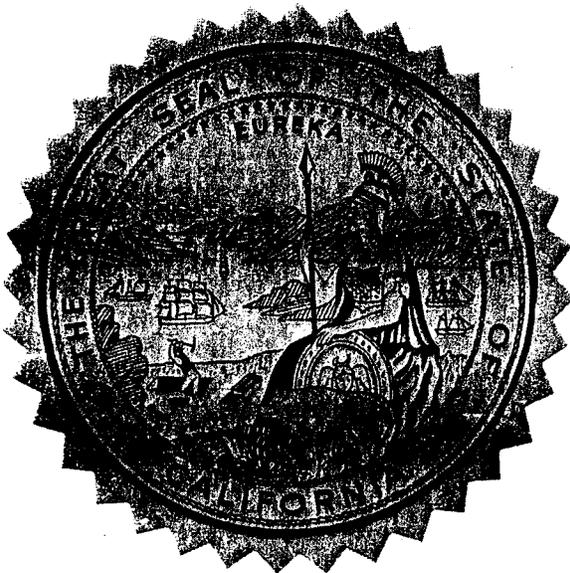
OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JAN 14 1982



March Fong Eu

Secretary of State

ARTICLES OF INCORPORATION
OF
ECONOMIC CONSULTING SERVICES

1064003

ENDORSED
FILED
In the office of the Secretary of State
of the state of California

JAN 14 1982

MARCH FONG EU, Secretary of State
Margaret L. Montgomery
Deputy

I

The name of this corporation is Economic Consulting Services.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

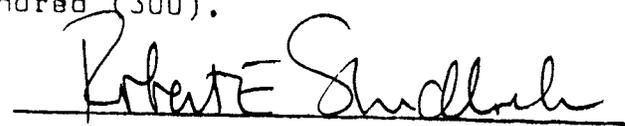
The name and address in the State of California of this corporation's initial agent for service of process is:

Robert E. Shedlock
16845 So. Pacific Ave.
Sunset Beach, Ca. 90742

IV

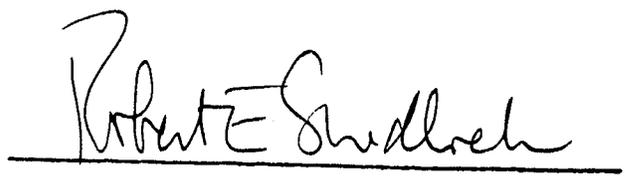
The corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is three hundred (300).

January 14, 1982



Robert E. Shedlock

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.



Results Detail

Last statement filed on: 9/4/2009

Corporation		
ECONOMIC CONSULTING SERVICES		
Number: C1064003	Incorporation Date: 1/14/1982	Status: Active
Jurisdiction: CA	Type: Domestic Stock	
Address		
428 OLD NEWPORT BLVD.,		
NEWPORT BEACH, CA 92663		
Agent For Service Of Process		
DONMSTEWART		
428 OLD NEWPORT BLVD.,		
NEWPORT BEACH, CA 92663		

Please review this information to determine if you have located the correct corporation. Statements of Information amendment filings are not eligible for electronic filing at this time. The corporation is not yet due to file the required statement; therefore, this filing is considered an amendment and must be filed either by mail or at our public counter in Sacramento. Forms and instructions can be downloaded from our website at http://www.sos.ca.gov/business/corp/corp_soinfo.htm.

[Search Results](#)[New Search](#)

Business Entity Detail

Data is updated weekly and is current as of Friday, March 05, 2010. It is not a complete or certified record of the entity.

Entity Name:	ECONOMIC CONSULTING SERVICES
Entity Number:	C1064003
Date Filed:	01/14/1982
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	428 OLD NEWPORT BLVD.
Entity City, State, Zip:	NEWPORT BEACH CA 92663
Agent for Service of Process:	DON M STEWART
Agent Address:	428 OLD NEWPORT BLVD.
Agent City, State, Zip:	NEWPORT BEACH CA 92663

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

STAFFING & WORK PLAN

1. STAFFING PLAN. Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
Doug Stewart		Principal	CFO
Don Stewart	father	Principal	CEO
Mara Chavez	none	Senior Associate	Research Associate

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION Don Stewart (50%) - Fran Stewart (50%)

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Brian Stewart	Law Offices of Brian Stewart	brother	Real Estate Law	428 Old Newport Blvd. Newport Beach, CA 92663	(949) 515-0807

4. APPROACH TO THE STATEMENT OF WORK:

- a. Please attach a comprehensive narrative describing the approach your firm will take with respect to the services to be provided as identified in Attachment B, Statement of Work, Section 6.0. Indicate how, with the use of qualified employees, your firm will provide the following including, but not limited to:
- Economic Consulting Services, as listed in Attachment B, Statement of Work, Section 6.1; and
 - Consultant Duties, as listed in Attachment B, Statement of Work, Section 6.2.
- b. Proposer's ability and resources to provide services described in Attachment B, Statement of Work, Section 6.0;
- c. How the experience of Proposer's staff is specifically related to the services described in Attachment B, Statement of Work, Section 6.0;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment B, Statement of Work, Section 6.0;
- e. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment B, Statement of Work, Section 5.2) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

5. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature: 

Date: 03/08/10

Title: Principal

4. APPROACH TO STATEMENT OF WORK

a. Statement of Work Narrative

ECS proposes to provide the following economic consulting services as outlined in the Statement of Work, Section 6.0 (SERVICES TO BE PROVIDED). Subsection 6.1 (ECONOMIC CONSULTANT SERVICES) identifies areas of work that may be required while Subsection 6.2 (CONSULTANT DUTIES) identifies EXPECTED GENERAL DUTIES REQUIRED. We have provided some or all of these services to the City of San Diego, the City of Buena Park, the City of Garden Grove, the Orange County Fair, the Delaware River Port Authority and the Santa Monica Pier Restoration Committee. We have also worked on the "other side" as consultants for a number of private sector clients in negotiating or renegotiating leases with a variety of public sector landlords.

Specific to Subsection 6.1 the following narrative outlines how we would go about providing the following services:

Provide economic consulting services in connection with lease renegotiations and lease extensions.

Senior ECS consultants will be available on-call to assist Department personnel with required lease negotiations and extensions. As noted above we have provided these types of services for a variety of public and private sector clients. These services include but are not limited to reviewing existing leases within the jurisdiction and in regional locations with properties in comparable circumstances. This creates a benchmark as a point of comparison for structuring market lease rates and terms. Econometric models will be created that analyze leases by business type and performance, space sizing, anticipated sales per square foot, revenue generation and residual value of properties based on current rates of capitalization of cash flow. We will also be available to interact with existing and potential tenants as required.

Provide economic consulting services regarding the County's long and short term asset management strategies.

ECS senior staff will be available to assist the Department staff in evaluating long-term and short-term strategies for managing Department assets. We have provided these types of services to many public and private clients. This may include inventory and analysis of any or all of the Department's real estate assets, assignment of value thereto,

assessment of the existing leases relative to length of term, rental rates, rent credits, type and appropriateness of tenant, the probability of continued tenancy, and any capital maintenance requirements. These data can then be used to determine short-term and long-term strategies for maximizing the asset's value. This can be done at both the portfolio and property level.

Analyze the current market value of leasehold in support of appropriate extension fees.

ECS senior personnel will be available to help assess the value of both properties and leaseholds in order to determine the appropriateness of both existing lease terms and the terms of upcoming lease extension negotiations. Valuations will be based on current and expected cash flows coupled with a macroeconomic review of other factors including: analysis of market trends for both the location of the asset and the industry of the tenant in question, conducting a comparable analysis of the rental rates and terms in the area and industry and estimating the future potentials of the business at that location. This will serve to create the most accurate possible estimates of the value of the leasehold in question.

Project gross lease revenues and County rents from leaseholds on which lease extension terms are proposed.

Once proposed lease extensions are determined, ECS senior staff will develop projections of gross lease revenues and rents. This will be based on the terms of the lease and projections of any variables that might affect these projections. For example leases based solely on the size of the property are easily projected using simple mathematic modeling while a lease based on a percentage of sales will vary depending upon the volume of business conducted. In this case we will project sales and other business activity based on a pre-feasibility analysis of the tenants prospects going forward.

Evaluate County rental rates in the context of operating data, rates on comparable properties at other public and private marinas and other pertinent information regarding economic trends and environment.

Senior ECS consultants will review county rental rates for appropriateness based on a comparable analysis of other public and private harbor and marina leaseholds. We will inventory the leaseholds, terms and rental rates at a variety of both public and private harbor and marina properties on the west coast of California. This analysis will be supplemented with a

macroeconomic review of other factors including: analysis of market trends, industry analysis, socio-economic demographics, tenant mix trends and other pertinent factors.

Structure lease extension and option fee payments, rental credits and revenue increases for lease extensions and financing purposes.

This task is seen as requiring a pre-feasibility analysis of each lease that is up for extension. We will thoroughly review the business model and past experience of the tenant in terms of rent payments, rent credits, option fees as well as how the tenant performed as an operating business; we will also forecast the business environment facing the tenant going forward. Based on this assessment we will be able to help the Department structure lease extensions in a fashion that allows the tenants to succeed while creating the maximum value to the County.

Review formal appraisal documents for economic integrity.

Where formal appraisal documents are presented, ECS senior staff will perform a due diligence analysis in order to give the client a third party opinion of the appraisal's integrity. We will review them for appropriateness of methodology, accuracy of data and analysis, and overall integrity and offer an opinion as to the accuracy of the appraisal.

Assist staff in reviewing loan approval requests.

Senior ECS consultants will be available to assist Department staff with the review of various loan approval requests and documents. Assistance will include assessments of the applicant's collateral, financial background, and ability to pay based on their business plans. We will, as part of this review, evaluate the business plan on a cursory basis in order to determine its validity.

Assist staff and County Counsel in documenting the financial terms of lease extension agreements.

Senior ECS staff will work closely with Department staff and counsel to develop and document the financial terms for lease extension agreements. Our recommendations will be based on existing lease data measured against the comparable experience of similar landlords in the public sector.

Review plans for proposed redevelopment of existing leaseholds for market feasibility and conformance to area-wide governmental development requirements and plans, Coastal Commission requirements and overall County objectives.

Senior ECS consultants will review any plans for redeveloping existing leaseholds. This review will entail an evaluation of the construction plans as well as a feasibility analysis of the business plan for the new space. This analysis will include a macroeconomic review of factors including: analysis of market trends, industry analysis, socio-economic demographics, tenant mix trends and other pertinent factors. In addition to this we will review the plans for conformity with all city, county, state and coastal commission requirements and objectives. Our findings and recommendations will be closely coordinated with the Department staff members.

Testify as an expert witness on economic issues at arbitration or other judicial hearings.

A senior ECS consultant who has previously testified as an expert witness will be available to perform this function as needed. All of ECS principals have experience testifying at both arbitration hearings and trials for both public and private clients. In addition to giving testimony ECS senior staff will also be available to assist the client's staff or legal counsel in the preparation of any related cases.

Analyze the impact of miscellaneous data relating to financial relationships with lessees, analyze the impact of lessee indebtedness and ownership structures on County's ground rent and financial security matters & assist staff in negotiations with lessees on lease extensions and rental negotiations.

As indicated previously ECS senior staff will be able to a review relationships with lessees, conduct due diligence reviews of lessees business practices and leases and review macro-economic factors relative to assisting in lease and or extension negotiations. We have served this function for both public sector clients and private clients negotiating leases with public sector landlords so we have an appreciation of the pertinent factors affecting both parties.

Project County revenue stream based on current and projected leasehold and concession agreements.

ECS senior staff will be able to develop projections of gross lease revenues and rents for the County overall. This will be based on an econometric model that measures the current terms of the leases and concession agreements as well as projections for the economy going forward. This can be provided over a five or ten year period or a longer term depending upon the needs of the client. Estimates of probable leasehold capital expenditures can also be included so as to more clearly determine the value of the leaseholds.

Analyze the effects of leasehold terminations, expirations and extensions and assist in the formulation of long and short-term asset management strategies including alternative operational and leasing strategies.

Senior ECS consultants will be available to assess the short and long-term economic prospects for the Department's real estate assets based on current occupancy, anticipated and unanticipated changes in occupancy going forward. This should be a fluid process constantly updated to reflect changing parameters. Special emphasis will be given to recommending changes in operation and/or ownership as economic conditions change over time, with the goal of maximizing the value of the Department's real estate portfolio.

Analyze competing public and private projects and their effect on current leasehold income and strategies.

We will review and monitor comparable/competing projects both public and private, in order to create a database of pertinent information about tenant trends, competitive lease rates and terms, sales prices and property values and significant changes in asset management. In order to do this we will rely on available public information, industry research and relationships with our network of Southern California real estate professionals and public officials.

Assist staff in presentations of economic data to lessees, community groups, County Commissions and advisory bodies and the Board of Supervisors.

Senior ECS consultants will be available to assist Department staff with the presentations of economic data developed over the course of this effort. As with the expert witness assistance we will have senior staff personnel available for the gathering and analysis of data, the preparation of the presentation and actually assist in the presentation of data to interested parties.

Render such additional advice and services as the Department may require in connection with its asset management functions with respect to Marina del Rey, County operated beaches or proposed property acquisitions.

Senior ECS consultants will be available to render economic advice and consulting services that are not listed here but may come up in the course of the contract, that are within our area of expertise.

Upon reasonable notice, appear at such times and places as the County may require to provide consulting services

Because of ECS' small tight-knit senior only staff and our proximity to Marina del Rey prompt and quality response to client requests is a reality. We strive to have at least one of our principals on-site at any time and will be able to respond quickly to requests with a few days notice.

Specific to Subsection 6.2 the following narrative outlines how we would go about performing the consultant duties:

According to Section 6,6 of the Statement of work the consultant duties are as follows: "Provide Economic Consultant consulting services to assist the Department by analyzing, evaluating and presenting financial and economic data; assist in structuring lease extension fees, rent credits, option payments and other financial aspects of new and restructure ground leases; participate in lease negotiations; present expert testimony; and to support County staff in presentations to lessees, governing bodies, advisory commissions and planning boards; and to provide economic consulting for the Department in the development, purchase and leasing of commercial real property."

ECS will devote our staff of three senior professionals to providing the requested services on an as-needed basis. As we have multiple senior partners on-site in our Southern California office, all capable of being responsive to these tasks, we will be able to cover all of these services in a timely fashion with reasonable notice. As evidenced by our responses above, with our 25 years of experience providing economic consulting services for the recreation and real estate markets we are well qualified to perform the following services:

b. Proposers Ability and Resources

ECS is a consulting firm in the field of economic planning. Its principals and senior associate each have a total of more than 20 years professional experience in this field, providing exceptional depth and breadth in consulting services. One of the specialties of ECS is the recreation and leisure industry, where we have acquired detailed experience in virtually all of its many facets. In addition, our expertise in economic planning and problem solving spans the entire range of land-use possibilities: marinas, hotels, retail shopping centers, conference centers, destination resorts, mixed-use urban complexes, office buildings, and industrial projects. ECS is designed as a small, closely knit firm to ensure clients the best possible service. From a base in Southern California, the principals of ECS have for many years conducted an outstanding practice of domestic and international economic consulting.

c. Experience of Proposers Staff

Specifically we have previously conducted many of the services requested for the city of San Diego's Real Estate Asset Division relative to lease negotiations and arbitration for their Sea World lease extension project, for the City of Buena Park relative to analyzing the highest and best use of city assets and for the Santa Monica Pier Restoration Committee in evaluating proposals for concessioners at the newly redeveloped Pier. Each of our senior staff had primary responsibilities for all of these projects. See specific summaries on Form P-4.

d. Level of Staffing Anticipated to be Provided

Because ECS is organized as a small company with all senior staff having years of experience in the areas of expertise requested only very experienced consultants will be assigned to any job. The level of staffing required will vary depending upon the specific job tasks requested. We typically would involve one principal and our senior associate to provide assistance on any task with the other principal participating at a supervisory function. This way each task can be completed in the shortest time possible while all of the company's staff will be familiar with the job. In instances where the job can be easily completed with the allocation of one person we would assign one of the principals to that task. More complex or time consuming tasks would naturally require the allocation of all three of our senior staff personnel.

e. Staff Resumes

See the following for resumes of ECS principals and Senior Associate:

DOUGLAS J. STEWART

Qualifications in Economic Consulting

Mr. Stewart began his consulting career in 1982. Since that time he has participated in numerous studies both in the United States and abroad. He is well versed in all areas of economic evaluation; however, tourism and recreation economics are his principal areas of expertise. He has successfully advised clients in the attractions, casino/gaming and tourism industries, in both the public and private sectors.

Mr. Stewart's experience in recreation projects includes the feasibility analysis of such existing developments; the U.S. Space and Rocket Center in Huntsville, Alabama; Morey's Piers in New Jersey; Belmont Park in San Diego, California; planning and expansion analysis of Everland Theme Park, South Korea; and evaluation of the development potentials for several Ripley's Believe It or Not museum locations.

He also has performed studies for destination resorts and other types of real estate development. This work includes the evaluation of the Irvine Spectrum restaurant and retail center for the Irvine Company; feasibility analysis for Broadway at the Beach specialty center in Myrtle Beach, South Carolina; analysis of market support and financial feasibility of the Alpensia development in South Korea; the evaluation of a major expansion of the Toka Sticks Golf center in Mesa, Arizona; and expansion and appraisal analysis for Moreys Piers in Wildwood New Jersey; site selection, market analysis, and concept refinement for a cultural attraction and visitor center in Amman, Jordan; and an appraisal study for the city of San Diego relative to the Sea World attraction.

Recent projects conducted by Mr. Stewart include a market, concept and feasibility analysis for proposed Olympic Spirit visitor attractions in Seoul Korea and Beijing, China; an analysis of the Louisiana gaming market for Casino America; a feasibility analysis of transforming the Old Depot Building into a themed visitor attraction in Cheyenne, Wyoming; a market analysis for the expansion of Ocean Park, Hong Kong; a feasibility study for the Fortaleza project, a historic attraction and dinner theater in Spain; an evaluation of the development potentials for non-broadcast entertainment uses at the relocated offices of Munhwa Broadcasting Corporation in the City of Ilsan, South Korea; an analysis of the development potentials for a proposed expansion of the Le Mans Raceway in France; and the evaluation of the market, concept and operational potentials for the Diamond Valley Recreational Area in Riverside, California.

Mr. Stewart is a skilled economic analyst, as demonstrated by the above sampling of completed assignments. Some of the major clients he has served as a consultant include The Irvine Company, Cedar Bay Entertainment LLC, Samsung Corporation, Nippon Steel, Inc., Credit Suisse/First Boston, Ripley's Believe It or Not, Hilton Hotels, Village Road Show Ltd., Forest City Enterprise, Cedar Fair, and Galaxy Management Co., Ltd.

Prior to joining ECS, Mr. Stewart was a due diligence analyst with First Affiliated Securities of San Diego. Before that, he was a vice president with Rothrock International where he conducted market analysis and economic evaluation for commercial real estate projects. Mr. Stewart holds a Bachelor's degree in Accounting/Economics from the University of California at Santa Barbara.

DON M. STEWART

Qualifications in Economic Consulting

Tourism and recreation economics are major areas of Mr. Stewart's research expertise. Since he began his economic consulting career in 1963, he has participated in hundreds of studies in the United States, Canada, Latin America, Europe, Australia, and the Orient.

Mr. Stewart's experience in recreation projects encompasses the feasibility analysis of such existing developments as Worlds of Fun in Kansas City; HOCO Resort in Niagara Falls, Ontario; Achaia Clauss Winery Tour and Attraction in Patras, Greece; Rawhide Visitor Attraction in Scottsdale, Arizona; Ocean Park in Hong Kong; the Babelsberg Studio Tour in Germany; Old Tucson Attraction in Tucson, Arizona; The Pyramid in Memphis, Tennessee; Knott's Berry Farm Water Park in Buena Park, California; Everland in Seoul, Korea; Six Flags Great Adventure in New Jersey; Space World in Japan; and Futuroscope in France.

He also has performed numerous studies for specialty retail and urban entertainment centers. This work includes analysis of retail, restaurant, and entertainment potential at Southern California's Ports O' Call; Pittsburgh's Station Square; The French Market in New Orleans; San Francisco's Pier 39; and the Irvine Spectrum. This wide range of experience qualifies Mr. Stewart as a leading consultant in this area of expertise.

Hands-on consulting for recreation attractions is another area where Mr. Stewart has considerable expertise. Assignments include: consultant to the Palm Springs Aerial Tramway; development and operational consultant to Arizona's Meteor Crater; operational consultant to Hawaii's Bishop Museum; operational and development consultant to the Orange County Fair; special consultant to the French Market specialty center in New Orleans; and expert witness consultant for Children's Island In Washington, D.C. and Rancho Los Alamitos in Long Beach, California.

Recent projects conducted by Mr. Stewart include analysis of expansion potentials for Ocean Park, Hong Kong; valuation analysis for Knoebels Amusement Park in Pennsylvania; feasibility analysis for expansion of the Sheraton Walker Hill Resort In Seoul; Korea as well as the development of a shopping, dining and entertainment project called the Resort Village; expansion analysis for Hershey's Chocolate World; feasibility study for Space Park multi-use development project in Bremen, Germany; and a proposed Urban Entertainment Center development in Downtown, Los Angeles for Evergreen Development Company.

Prior to starting ECS, Mr. Stewart was a vice president at Economics Research Associates, where he worked for 16 years. Before that, he was a staff consultant for Mobil Oil, where he assisted numerous small businesses in real estate leasing, accounting, and marketing.

Mr. Stewart graduated from the University of California at Santa Barbara with a B.A. degree in Education.

MARA M. CHAVEZ

Qualifications in Recreation Economics

Mara M. Chavez has served as research assistant and associate at ECS since 1986. During this time she has undertaken numerous assignments requiring the collection and analysis of statistical data to provide an accurate quantitative framework for analysis and has been responsible for organizing and producing a number of major reports.

An assignment for which she had key analysis responsibility was the feasibility study for an amusement park and festival village attraction planned for development by HOCO Ltd. at Clifton Hills, Niagara Falls. For this project, Ms. Chavez collected and analyzed data on the local resident market and its demographic characteristics, on the Niagara Falls visitor market, gathered data regarding other attractions in the local market area, and also for analogous attractions with a similar scope to use as guidelines for comparative analysis. Ms. Chavez acted in a similar capacity to assist in the economic analysis for the Soak City Water Park adjacent to Knott's Berry Farm in Buena Park, California.

In the specialty and urban entertainment industry, Ms. Chavez' research practice includes assignments for a proposed Urban Entertainment Center in Valencia, Venezuela; the Avenue at Tower City Center in Cleveland, Ohio; Urban Entertainment Center developments for Space Park in Bremen, Germany and Ocean Park in Bremerhaven, Germany. Ms. Chavez has also assisted in the analysis of Broadway at the Beach Urban Entertainment Center in Myrtle Beach, South Carolina; and the proposed Pinnacle Falls Mixed-Use Entertainment Center and Destination Resort in Branson, Missouri.

When the executive offices of Ripley's Believe It or Not! hired our firm to conduct surveys that would gauge trademark awareness and quality perception at ten Ripley's locations, Ms. Chavez was instrumental in: 1) assisting in the organization and development of the actual questions included in the surveys; 2) conducting and supervising the on-site survey efforts; 3) analyzing survey findings; and 4) producing the actual report presented to the client. In short, she directed this major study to a successful conclusion.

Recent projects whereby Ms. Chavez has collaborated in the research and analysis include: the market, concept, and financial analysis for a proposed Tram and Visitor Attraction in Hong Kong; the evaluation of the development potentials of a Giant Observation Wheel at the Galaxy Resort in Macau; an assessment of movie theater supply and demand conditions in the City of Sacramento, California; the market analysis and feasibility evaluation of River Plantation, a multi-use resort near Gatlinburg, Tennessee; the analysis of redevelopment potentials for the City of Buena Park's E-Zone district; the preparation of the economic master plan for a major, multi-use development in the City of Krefeld, Germany; and the analysis of a proper renovation program for Seoulland Theme Park near Seoul, Korea. These analyses covered execution of fieldwork; the collection, organization, and analysis of market data; evaluation of sizing, investment and entertainment contents; and determination of attendance and financial potentials.

Ms. Chavez is a graduate of the University of California at Los Angeles with a degree in Economics. She is also fluent in Spanish and has a 3-year academic background in French.

BUSINESS AND FINANCIAL SUMMARY

- a. Provide a narrative of your firm's relevant background information demonstrating the capacity and experience to perform the required Contract work, including such information as:
- Identifying previous assignments which are similar in scope and purpose to the economic consultant services that will be required under the Contract. Please attach a summary description of experience your firm has had in providing the services that are requested in this RFP. Provide examples of appropriate experience in any relevant past or on-going projects. Describe each project, including the name of the owner, current phone number, and role on the project. Include examples and experience involving:
 - Providing expert advice in areas of public and private entities engaged in the development, purchase, sale and leasing of commercial real property;
 - Providing expert testimony; and
 - Providing representation to various governing bodies, including the Small Craft Harbor, California Coastal Commission and other governing bodies.
 - Summary of the Proposer's academic background, professional training and work history.
 - An organizational chart or description of the organization's size and structure.

1) CITY OF SAN DIEGO – SEA WORLD LEASE

Project Title: Lease Arbitration for Sea World
Description of Project: ECS conducted an in-depth analysis for the City of San Diego regarding the terms and conditions of their ground lease with Sea World. This work served as a background for our appearance as an expert witness at the arbitration hearing that was ultimately required to settle the dispute. We also assisted the city's legal counsel in developing an approach to assessing the value of the property. This entailed a detailed review of Sea World's operations which included the theme park, marina slips, retail and restaurant operations and other concessions. In addition to this we reviewed all current leases held by the City and by the San Diego Port Authority in order to develop detailed comparables. Ultimately the City won at arbitration based partly on our testimony.

Contact Information: Roger Bush
Property Agent
San Diego - Real Estate Asset – Valuation Division
1200 Third Avenue – MS 51A
Suite 1700
Sa Diego, CA 92101
Phone: (619) 236-6938

2) CITY OF BUENA PARK – E-ZONE

Project Title: E-Zone Redevelopment
Description of Project: In an effort to renovate a commercial area known as the E-Zone, the City of Buena Park retained the team of Idletime Network, Wyatt Design Group/MSI, and Economic Consulting Services (*ECS*) to assist them in determining optimum development concepts and future potentials for this corridor. Our (*ECS*) part of the team was to assist the City in determining the feasibility and economic benefit of the uses recommended for development within the E-Zone. The uses included the redevelopment of the defunct Movieland Wax Museum, multi-use specialty retail, restaurant and entertainment center; major entertainment attractions; and hotel/conference/event facilities.

Contact Information: May Wong Hui
Deputy Executive Director
Community Redevelopment Agency for the
City of Buena Park, California
6650 Beach Boulevard
P.O. Box 5009
Buena Park, CA 90622-5099
Phone: (714) 562-3585
E-mail: mhui@buenapark.com

3) **ORANGE COUNTY FAIRGROUNDS TOWER**

Project Title: OC Fair Tower
Description of Project: The Orange County Fair and Exposition Center (OCFEC) was considering the development potential of a permanent Observation Tower visitor attraction on the Orange County Fairgrounds. As part of the planning process, the Orange County Fair and Exposition Center retained *ECS* to (1) give an independent assessment of the project; (2) determine the markets available to support the attraction; (3) assess the general development potentials for this attraction, including attendance, (4) develop pricing strategy and determine financial potentials and (5) determine the project's warranted investment.
Contact Information: Mr. Steven Beasley
Senior Vice President
Orange County Fair and Exposition Center (OCFEC)
88 Fair Drive
Costa Mesa, CA 92626
Phone: (714) 708-1551
E-mail: sbeazley@ocfair.com

4) **CITY OF GARDEN GROVE – RECREATION PROJECT REVIEW**

Project Title: Interwest Project
Description of Project: As part of their on-going effort to redevelop the main commercial corridor in the city, the Garden Grove Agency for Community Development received many proposals for recreation and entertainment projects from independent developers. One of these proposals entailed redeveloping a city owned golf course into an aquarium and water-oriented attraction. *ECS* reviewed and verified the developers plan and made recommendations to the city relative to the proposed development's potentials and how it would affect the city from an economic development perspective.
Contact Information: Greg Blodgett
Senior Project Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842
Phone: (714) 741-5120
E-mail: greg1@ci.garden-grove.ca.us

5) **LEGAL COUNSEL FOR CITY OF LONG BEACH – RANCHO LOS ALAMITOS**

Project Title: Expansion Analysis for Historical Attraction
Description of Project: Rancho Los Alamitos was the subject of a detailed evaluation for the City of Long Beach. This report was used as the basis for making the City's case in a lawsuit between the City of Long Beach and the homeowners association for the community within which the Rancho Los Alamitos landmark was located. The plan was to renovate and expand the landmark. The homeowners association sued to have the project stopped on the grounds that it would increase traffic to an unmanageable level. The study included gathering operating data from a number of Southern California historical attractions that were similar in terms of size, scope and attendance volume. We worked closely with the City's legal staff to develop a case to counter the association's position. As part of this assignment ECS principals gave expert witness testimony on behalf of the client.

Contact Information: Michael J. Hartley
Gibson, Dunn & Crutcher (outside counsel for Long Beach)
333 South Grand Avenue
Los Angeles, CA 90071
Phone: (213) 229-7401
mhartley@gdclaw.com

6) **THE DISTRICT OF COLUMBIA-CHILDREN'S ISLAND**

Project Title: Development Potentials for a Children's Attraction
Description of Project: The District of Columbia hired ECS to assist them in evaluating the development potentials for an attraction that was planned to be developed on an Island owned by the District. They gave a lease to a potential developer who made no attempt to develop the property. After seven years they terminated the lease as stipulated in the lease document. This action triggered a lawsuit by the developer contending that the District didn't allow them to complete their plan and that they were entitled to the lost revenue that would have been generated by the completed project. We assisted the District's legal department in developing a case to counter this suit. An ECS principal was deposed relative to the case but it was ultimately settled before coming to trial.

Contact Information: Chad Copeland
Government of the District of Columbia
Office of Corporate Counsel
441 Fourth Street
Washington, D.C. 20001
Phone: (202) 727-3500
chad.copeland@dc.gov

7) DELAWARE RIVER PORT AUTHORITY- ARIAL TRAM

Project Title: Philadelphia – Camden Aerial Tram
Description of Project: ECS was retained by the Delaware River Port Authority to assess the development potentials for a proposed aerial tram connecting Philadelphia, PA with Camden, NJ, spanning the Delaware River. It was planned to be part transportation and part attraction. The tram was intended to work in conjunction with the Port Authority's ferry operation. The results of this study were presented to the Delaware River Port Authority Commission.
Contact Information: Mr. Fritz Smith
Delaware River Port Authority
P.O. Box 1949
Camden, NJ 08101-1949
Phone: (856) 968-2084

8) MOREYS PIERS – EXPANSION AND PRICING ANALYSIS

Project Title: The Gate Study/TMO Valuation
Description of Project: In an effort to determine the feasibility of changing their pricing strategy from pay-as-you-go to pay-one price The Morey Organization (TMO) hired Economic Consulting Services (*ECS*) to assist them in determining the economic impact of a variety of pricing strategies. We first gathered operating information to determine how many people visited the piers under the current system, then developed an econometric model to evaluate the impact, on attendance and revenue, of a variety of pricing options. Based on our research we determined that changing to a pay one price system would have little effect on revenue generation but would negatively impact TMO's image in the community and would significantly increase costs of operation.

A second job for Morey's involved providing expert witness testimony for a trial that was to determine the value of the company relative to an internal buyout. A variety of family members owned the company and one group agreed to buy out the others position. The dispute was over what the value of that share was worth. We conducted a valuation of the operation and then testified as expert witnesses at trial. The group that we represented was awarded a favorable settlement based on our work.

Contact Information: Jack Morey
The Morey Organization
Schellenger Avenue & Boardwalk
P.O. Box 729
Wildwood, New Jersey 08260
Phone: (609) 729-3700
E-mail: jack.morey@moreyspiers.com

9) **BELMONT PARK – Pricing and Lease Strategy Project**

Project Title: Belmont Park Pricing and Lease Strategy Project
Description of Project: Belmont Park is a retail and recreation Center owned by the City of San Diego and leased to WaveHouse Belmont Park, LLC on a long-term lease. Due to certain provisions in the lease the parties were to renegotiate the lease terms; *ECS* was hired by WaveHouse to review the past performance of the operation and to make recommendations as to how they should proceed with the city. The lease was unique in that the property included a historical natatorium (indoor pool facility) that the lessee was required to maintain for public use. A large part of the analysis was devoted to evaluating the pricing strategy, potential revenue generation and operating costs of that facility.
Contact Information: Tom Lochtefeld
WaveHouse Belmont Park, LLC
3146 Mission Blvd.
San Diego, CA 92109
Phone: (858) 488-0668
E-mail: loch@waveloch.com

10) **TITANIC MUSEUM & TITANIC EXPERIENCE TRAVELING EXHIBIT**

Project Title: 2-A) Titanic Museum & 2-B) Titanic Experience Traveling Exhibit
Description of Project: 2-A) *Titanic Museum – Pigeon Forge, Tennessee*
This analysis entailed a market and financial feasibility study for a commercial museum called Titanic – The Legend Continues proposed to be developed in Pigeon Forge, Tennessee. This attraction is scheduled to open in 2010 and is seen as being similar to the existing Titanic museum attraction located in Branson, Missouri.
2-B) *Titanic Experience – Various port locations throughout the U.S.*
For this project, *ECS* conducted an economic feasibility analysis for a traveling exhibit to be known as TITANIC EXPERIENCE. The analysis entailed creating the business plan as well as conducting an economic evaluation of the project's development potential at various ports. This traveling exhibit attraction is planned to be displayed in New York City, New York and then travel to other U.S. ports and possibly internationally.

Contact Information: John Joslyn
President
Cedar Bay Entertainment LLC
3027 W. 76 Country Blvd.
Branson, MO 65616
Phone: (417) 334-9500
E-mail: jjmwe@aol.com

ECS ECONOMIC CONSULTING SERVICES

As shown in our resumes presented with Form P-3 our entire staff possesses Bachelor of Arts degrees from and history please refer to the individual resumes presented on Form P-3.

Our firm the University of California at Santa Barbara or Los Angeles. Each principal also has over 25 years experience in the field of Economic Consulting. For particular information on work experience is organized with two principals each having equal experience and responsibilities and a senior associate who supports both. On any job we assign one of the principals as "Principal in Charge" (has responsibility for that job). The other principal serves as assistant and editor with the senior associate providing necessary field work, analysis and production functions.

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary. (YOU MUST PROVIDE COMPLETE AND ACCURATE INFORMATION)

1. Name of Firm City of Buena Park	Address of Firm 6650 Beach Blvd. Buena Park, CA 90622	Contact Person May Wong Hui	Phone # (714)562-3585	Fax # 714 562-3573
Name of Contract Entertainment Zone Renovation	# of Years / Term of Contract 11 Weeks	Type of Service Determine Concept Feasibility & Econ Benefits	Dollar Amount \$ 62,250	Email Address: mhui@buenapark.com
2. Name of Firm City of Garden Grove	Address of Firm 11222 Acacia Parkway Garden Grove, CA 92842	Contact Person Greg Blodgett	Phone # (714)741-5124	Fax # (714)741-5136
Name of Contract Waterpark/Aquarium Feasibility	# of Years / Term of Contract 3 Weeks	Type of Service Market & Feasibility of Waterpark/Aquarium	Dollar Amount \$ 23,000	Email Address: greg1@ci.garden-grc ca.us
3. Name of Firm OC Fair & Exposition Center	Address of Firm 88 Fair Drive Costa Mesa, CA 92626	Contact Person Steven Beazley	Phone # (714)708-1551	Fax # ()
Name of Contract OC Fair Tower	# of Years / Term of Contract 2.5 Weeks	Type of Service Feasibility of Tower	Dollar Amount \$ 15,000	Email Address: sbeazley@ocfair.com
4. Name of Firm City of San Diego Real Estate Svc. Div.	Address of Firm 1200 Third Ave. Ste 1700 San Diego, CA 92101	Contact Person Roger Bush	Phone # (619)236-6020	Fax # ()
Name of Contract Sea World Lease Evaluation	# of Years / Term of Contract 14 Weeks	Type of Service Market & Leasing Evaluation	Dollar Amount \$ 65,000	Email Address: RBush@sandiego.gov
5. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:

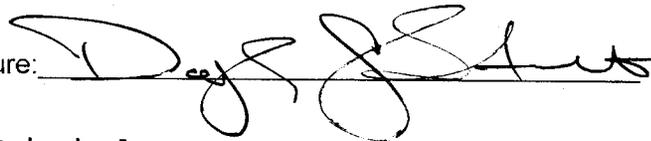
PROSPECTIVE CONTRACTOR REFERENCES

List five (5) current and active references where the same or similar scope of services were provided in order to meet the Minimum requirements stated in this solicitation. It is the Proposer's responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. Your failure to provide complete and accurate information may result in the disqualification of the reference.

1. Name of Firm Cedar Bay Entertainment LLC	Address of Firm 3027 W 76 Country Blvd Branson, MO 65616	Contact Person (name/title) John Joslyn-Pres.	Phone # (417) 334-9500	Fax # ()
# of Years/Term of Contract 6 weeks	Dollar Amount \$ 35,000		Email Address: (please write clear) jjmwe@aol.com	
2. Name of Firm Archer & Greiner PC	Address of Firm One Centennial Sq. Haddonfield, NJ 08038	Contact Person (name/title) Steven Fram Esquire	Phone # (856) 354-3051	Fax # (856) 795-0574
# of Years/Term of Contract 5 Years/Variou 6-10 weeks/contract	Dollar Amount \$ 30,000-50,000/contract		Email Address: (please write clear) sfram@archerlaw.com	
3. Name of Firm Cunningham Group	Address of Firm 4056 Del Rey Ave. Marina Del Rey, CA 90295	Contact Person (name/title) Jim Scheidel	Phone # (310) 306-9102	Fax # (310) 306-0090
# of Years/Term of Contract 15 Years/various 5-20 weeks/contract	Dollar Amount \$ 25,000-100,000/contract		Email Address: (please write clear) jscheidel@cunningham.com	
4. Name of Firm Ira West Inc.	Address of Firm 17726 Tramonto Dr. Pacif Palisade, CA 90272	Contact Person (name/title) Ira West President	Phone # (310) 459-4997	Fax # (310) 459-4997
# of Years/Term of Contract 30 years/various 6-20 weeks/contract	Dollar Amount \$ 30,000-100,000/contract		Email Address: (please write clear) irawest@verizon.net	
5. Name of Firm Standardart Inc.	Address of Firm 2792 Iverness Dr. La Jolla, CA 92037	Contact Person (name/title) Will Griffith	Phone # (619) 980-8779	Fax # ()
# of Years / Term of Contract Various 6-20 weeks/contract	Dollar Amount \$ 30,000-\$100,000/contract		Email Address: (please write clear) standart@mac.com	

- c. Attach copies financial statements for the most current and prior fiscal years (for example 2009 and 2008). Statements should include the company's current assets, current liabilities and net worth and at a minimum should include the Balance Sheet and Statement of Income. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.
- d. Attach additional information, if necessary.

Signature: _____

A handwritten signature in black ink, appearing to be "D. J. Schmitt", written over a horizontal line.

Date: 03/08/10 _____

Title: Principal

Prepare Final Report

After the Client's review and suggested changes/alterations, ECS will present the final report presenting the findings of our study including complete documentation the Client. One (1) original and five (5) copies of a full color, bound and tabbed report documenting the entire research program will be provided upon completion of our work. A PDF copy of the report will also be provided.

Public Review and Comment

ECS will provide during a public hearing to the Client and its invited guests an oral presentation of the report, its findings, conclusions and recommendations. The presentation will include a Power Point presentation.

- 2.0 As discussed previously ECS will have a principal in charge of each job required as part of the contract. This principal will work with our senior associate in preparing the data gathering, fieldwork, and analysis and report production. A weekly review by the firms other principal will be conducted to ensure integrity of the analysis and compliance with the client's requirements as well as adherence to stipulated deadlines and delivery dates.
- 3.0 Reviews will be conducted by a principal of the firm, not designated as "principal-in-charge".
- 4.0 Reported deficiencies will be reviewed by all of the firm's employees and staff to identify the nature and extent of any problem. This will be conducted immediately upon notification so that any solutions to the request can be implemented as soon as possible.
- 5.0 We will respond to any complaints regarding adequacy of our work performed within two days of notification.

Form P-5

QUALITY CONTROL PLAN

1.0 QUALITY CONTROL PLAN

As stated in the RFP, ECS will establish and utilize a comprehensive Quality Control Plan to assure the Client a consistently high level of quality and service throughout the term of the Contract. The Plan shall be submitted to the Client for review. In this regard, the plan we will provide the Client will provide:

Method of Monitoring - Monthly Reports

The principal-in-charge of this assignment, Douglas J. Stewart or Don Stewart, will provide the Client with monthly reports throughout the term of the Contract to ensure all requirements are being met in a timely matter and adhere to the Work Plan as specified in Form P-3. Reports will also be provided on a more frequent timetable at the client's request.

Record of inspections

ECS will adhere to supplying the Client a record of all inspections related to:

- Any corrective action taken,
- The time a problem was first identified
- A clear description of the problem
- And the time elapsed between identification and completed corrective action.

Record of inspection provided to the Client

ECS will supply the Client the record of work upon request.

Prepare Draft Report

The results of Phase 1 of any analysis will be presented in a draft report for review by the Client staff. Meetings with staff will be held as needed to discuss significant findings, changes and editions to the work requests.

PROPOSER'S EEO CERTIFICATION

ECONOMIC CONSULTING SERVICES

Company Name

428 Old Newport Blvd., CA 92663

Address

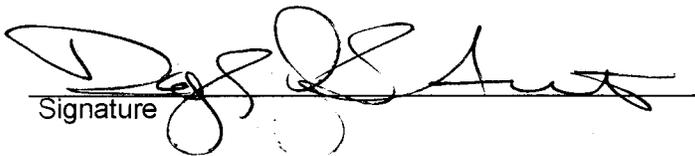
95-3684435

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()



 Signature

03/08/10

 Date

Douglas Stewart - Principal

 Name and Title of Signer (Please Print)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: ECONOMIC CONSULTING SERVICES		
Company Address: 428 Old Newport Blvd.		
City: Newport Beach	State: CA	Zip Code: 92663
Telephone Number: (949) 574-0800		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

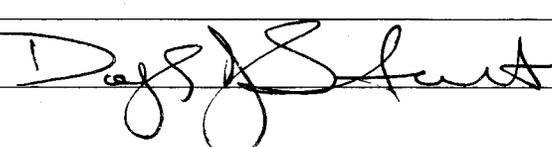
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Douglas Stewart	Title: Principal
Signature: 	Date: 03/08/10

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Douglas Stewart for Economic Consulting Services

Proposer Name

Principal

Proposer Official Title


Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by County) NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

Proposer Organization: ECONOMIC CONSULTING SERVICES

Signature: 

Print Name: Douglas Stewart

Title: Principal

Date: 03/08/10

Tel. #: (949) 574-0800

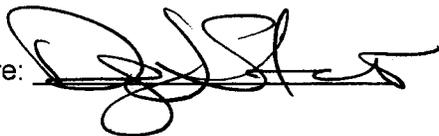
Fax #: (949) 574-0848

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

A handwritten signature in black ink, appearing to be "D. J. [unclear]", written over a horizontal line.

Date: _____

03/08/10

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>Douglas Stewart</u>	<u>(949) 574-0800</u>
<u>Don Stewart</u>	<u>(949) 574-0800</u>
<u> </u>	<u> </u>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

none

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

ECONOMIC CONSULTING SERVICES

Name of Firm

<u>Douglas Stewart</u>	<u>Principal</u>
Print Name of Signer	Title

	<u>03/08/10</u>
Signature	Date

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: ECONOMIC CONSULTING SERVICES		
Company Address: 428 Old Newport Blvd		
City: Newport Beach	State: CA	Zip Code: 92663
Telephone Number: (949) 574-0800	Email address: ecs_82@pacbell.net	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

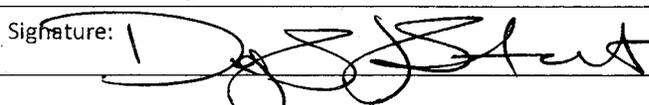
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

The company's office and all real estate holdings are located in
Orange County California.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Douglas Stewart	Title: Principal
Signature: 	Date: 03/08/10

Date: 03/08/10

CONTRACTOR'S NAME: ECONOMIC CONSULTING SERVICES

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: Douglas Stewart
 Title: Principal
 Address: 428 Old Newport Blvd.
Newport Beach, CA 92663
 Telephone: (949) 574-0800
 Facsimile: (949) 574-0848
 E-Mail Address: ecs 82@pacbell.net

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Douglas Stewart
 Title: Principal
 Address: 428 Old Newport Blvd.
Newport Beach, CA 92663
 Telephone: (949) 574-0800
 Facsimile: (949) 574-0848
 E-Mail Address: ecs 82@pacbell.net

Name: Don Stewart
 Title: Principal
 Address: 428 Old Newport Blvd.
Newport Beach, CA 92663
 Telephone: (949) 574-0800
 Facsimile: (949) 574-0848
 E-Mail Address: ecs 82@pacbell.net

Notices to Contractor shall be sent to the following:

Name: Douglas Stewart- Principal
 Title: 428 Old Newport Blvd.
 Address: Newport Beach, CA 92663

 Telephone: (949) 574-0800
 Facsimile: (949) 574-0848
 E-Mail Address: ecs 82@pacbell.net

GREEN INITIATIVES

Present a narrative of a proposed plan for complying with the green requirements as described in Section 7.0 of the SOW. Describe your company's current environmental polices and practices and those proposed to be implemented.

In an effort to reduce our companies impact on the environment we are currently implementing several environmental policies including:

1. Use of high MPG automobiles - in excess of 25 mpg
2. Use of mini-spiral flourescent bulbs in palce of incandesent.
3. Implemented a low yield watersystem for property irrigation.
4. Use of recycled paper in all aspects of the business.
5. Comprehensive recycling program includes:
Toner Cartridges, paper, aluminum, plastic, ect
6. Installation of low flush toilets.
7. Electronic storage of all data.

RFP EXCEPTION FORM

FORM P-17

Proposer's Name Economic Consulting Services
Address 428 Old Newport Blvd., Newport Beach, CA 92663
Telephone (949) 574-0800 Fax (949) 574-0848
E-mail Address ecs_82@pacbell.net

I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have NO exceptions.

I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have the following exceptions:

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

Print Name 

Signature Douglas Stewart

Date 03/08/10